Agreement No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



**Testing Services Agreement**

This Agreement is to formalize the request of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”) for testing services from the DEPARTMENT (“DEPT”) at Syracuse University (“University”); Company and University being collectively referred to as the “Parties” and each individually a “Party.” All services are provided on the terms and conditions set forth in this Agreement (“Agreement”).

1. Purpose. The University, through the DEPT, will perform the services and provide the deliverables described in Section 1 of Appendix A to this Agreement entitled “XXXXX”.

2. Direction. The testing services will be carried out under the direction of the Principal Investigator, Prof X, (“Investigator”).

3. Duration of Agreement. The Agreement shall be effective when fully executed by the Parties. The Agreement shall terminate XXXXX after the effective date subject to an extension approved in writing by the University and Company.

4. Costs and Payments. It is agreed to and understood by the Parties that the University shall be paid for all costs incurred in connection with the Testing Agreement, not-to-exceed the amount of **$\_\_\_\_\_\_\_\_** . Payment shall be made by the Company according to the following schedule.

Upon execution of this Agreement $\_\_\_\_\_\_\_\_ (30% of Project Cost)

**Due no later than xxx** $\_\_\_\_\_\_\_\_ (60% of Project Cost)

**Due no later than xxx** $\_\_\_\_\_\_\_\_ (10% of Project Cost)

**Total = $\_\_\_\_\_\_\_\_\_\_**

Check shall be made payable to *Syracuse University* and shall be sent to:

Bursar’s Office

Attn: Director, Office of Sponsored Accounting

119 Bowne Hall

Syracuse University

Syracuse, NY 13244-1140

315.443.9501

contacct@syr.edu

For the purposes of identification, each payment shall include the Agreement Number and the name of the Principal Investigator.

5. Confidentiality. “Confidential Information” shall mean any materials, written information, and data marked “Confidential” by Company or non-written information and data disclosed by Company that is clearly and conspicuously identified at the time of its disclosure to the University as confidential and is reduced to writing and transmitted to the University within thirty (30) days of such non-written disclosure. University agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, to maintain as confidential for a period of two (2) years the Confidential Information that Company discloses to University under this Agreement. University’s obligations hereunder do not apply to information in the public domain or independently known or obtained by University.

6. Publications. Company recognizes that under University policy, the University shall have the right, at its discretion, to release information or to publish any material resulting from the Agreement. The University shall furnish the Company with a copy of any proposed publication thirty (30) days in advance of the proposed publication date. Company may request the University to delay release of such proposed publication for a maximum of an additional sixty (60) days in order to protect Intellectual Property, or Confidential or Proprietary Data described therein. Such delay shall not be imposed on the filing of any student thesis or dissertation.  The Company shall have the right to remove any Company Confidential or Proprietary information from the materials submitted.

7. Intellectual Property. As the University will be conducting testing only (no research), University’s interest in the Deliverables provided under this Agreement is as follows:

* UNIVERSITY shall deliver to the Company the raw data generated by the analysis or testing activity performed within ninety (90) days of completion of the Agreement. University and Company understand and agree that the work to be performed pursuant to this Agreement does not include analyzing or interpreting data generated by performing the work specified in Appendix A.
* UNIVERSITY shall retain a non-exclusive, royalty free, non-transferable license to use the data for its own internal research and educational purposes.

8. Warranty. UNIVERSITY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY GOODS OR SERVICES PROVIDED. The University makes no representation or warranty regarding the actual or potential infringement of patents or copyrights of third parties, and Company acknowledges that the avoidance of such infringement in the use of the services related to this Agreement shall remain the responsibility of Company.

9. Liability. The Company will defend, indemnify and hold harmless University, its trustees, officers, employees and agents from and against all claims, demands, loss, liability, expense or damage, (including attorneys' fees) arising out of injuries (including death) or property damage suffered by any person as a result of a defect in the product tested under this Agreement or from Company's use or possession of the results produced hereunder.

10. Publicity. Neither Party will use the name, service mark, trademark, or abbreviation thereof of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representatives of the other Party.

11. Termination. Either Party may terminate this Agreement upon written notice to the other at the address set forth in Section 5 of Appendix A. Company shall reimburse University for all reasonable costs and non-cancelable obligations incurred by the University at the time of termination. At Company’s request and expense, University will return to Company or destroy all unused materials provided by Company.

12. Independent Contractor. The Parties are independent contractors and not partners, joint venturers, or principal and agent.

13. Export Controls. It is the Parties’ policy to remain fully compliant at all times with all U.S. export control regulations, including but not limited to the Export Administration Regulations; International Traffic in Arms Regulations; and embargo sanctions under the Office of Foreign Assets Control (OFAC). Therefore, in the event that a Party (“Discloser”) wishes to provide export-controlled data or information to the other Party (“Recipient”) during the course of activity under this Agreement, the Discloser must first notify Recipient of its intention to provide this data and/or items at least 30 days in advance of actually providing this data and/or items. This paragraph will survive the termination or expiration of this Agreement.

14. General. This Agreement is non-assignable and non-transferable. Any legal proceeding instituted by Company shall be in the courts in New York State. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Company certifies that it is duly authorized to enter into this Agreement and that this Agreement is binding upon it.

The Company, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative on the date set forth below.

COMPANY SYRACUSE UNIVERSITY

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Appendix A to Syracuse University**

# Testing Services Agreement No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Services, Deliverables, or Nature of Work: (attach additional pages if necessary)
2. Project Period: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Amount Payable: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Does the project involve the use of:

Radioactive material/radiation-producing equipment? \_\_\_ No \_\_\_ Yes

Potentially infectious agents, incl. human blood/tissue? \_\_\_ No \_\_\_ Yes

Human Carcinogens? \_\_\_ No \_\_\_ Yes

In Vitro Formation of Recombinant DNA? \_\_\_ No \_\_\_ Yes

Hazardous Materials/Gases? \_\_\_ No \_\_\_ Yes

**Contact Information:**

SYRACUSE UNIVERSITY

Technical Contact Contractual Contact

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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COMPANY

Technical Contact Contractual Contact

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