



# CORE FACILITY ACADEMIC RESEARCH SERVICES ORDER

Agreement Number: \_\_\_\_\_

The Pennsylvania State University has developed measurement, composition, fabrication, or analysis expertise and related technologies, equipment, or facilities (hereinafter referred to as "Academic Research Services" or "ARS"), which it intends to utilize in fulfillment of its role as a Land Grant University by providing special ARS to its various constituencies, including private companies, for the benefit of the Commonwealth. The Sponsor desires specialized academic research services requiring these ARS. Such ARS are currently available on a limited, non-commercial basis from Penn State. ARS contemplated by this Agreement are of mutual interest and benefit to Penn State and Sponsor, will further the Instructional, Research, and Public Service missions of Penn State, and may derive benefits for both Sponsor and Penn State through the advancement of knowledge.

### "PENN STATE"

The Pennsylvania State University  
Address:

Phone:  
Email:

### "SPONSOR"

Sponsor Name:  
Authorized Official:  
Address:

Phone:  
Email:

### PENN STATE CONTACTS

#### TECHNICAL CONTACT

Name:  
Phone:  
Email:

### SPONSOR CONTACTS

#### TECHNICAL CONTACT

Name:  
Phone:  
Email:

#### BILLING CONTACT

Name:  
Phone:  
Invoicing Email:

### SERVICES REQUESTED

Facility:

Project Title:

If federally funded  
Prime Sponsor:

Description of Services:

Total Estimated Cost:

Period of Performance:

SBIR/STTR Funding  Yes  No

Informational Copy for Review Only - Do Not Complete

Sponsor's employees will become trained and will perform work of the above-described Project in Penn State Facilities. The External User Term Sheet is attached hereto and incorporated herein as Exhibit 1.

## TERMS AND CONDITIONS

- 1. Payment.** This is a cost reimbursable agreement. Any and all costs incurred shall be reimbursed by Sponsor. Payments shall be made by Sponsor within thirty (30) days of receipt of monthly invoices. Sponsor shall be responsible for all collection costs associated with non-payment. Penn State may immediately discontinue work under this Agreement if Sponsor fails to pay any invoice within the time specified above. For balances past-due more than ninety (90) days from the original invoice date, a 1% fee will be charged.
- 2. Reports.** Penn State may provide Sponsor with a written report regarding the data obtained in the course of said ARS unless the Sponsor's employees perform said work.
- 3. Publicity.** Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party. Notwithstanding the limitations of Article 4, Penn State reserves the right to identify its sponsors in academic publications.
- 4. Confidentiality.** "Confidential Information" shall mean any Sponsor-provided materials, written information, and data marked "Confidential" or non-written information and data disclosed which is identified at the time of disclosure as confidential and is reduced to writing and transmitted to the other party within 30 days of such non-written disclosure. Said Confidential Information shall be sent only to Technical Contact. Penn State hereby agrees to use the same degree of care it uses to protect its own confidential information to maintain for a period of 3 years from the date of termination of this Agreement, the Confidential Information obtained from Sponsor. Penn State's obligations hereunder do not apply to information in the public domain, independently known or obtained by Penn State or required by valid legal authority to be disclosed.
- 5. Publication.** Sponsor acknowledges that Penn State, subject to prior review by Sponsor, shall have the right to publish any results of the Project that do not disclose Proprietary Information. Penn State will use reasonable efforts not to disclose proprietary processes or methods of Sponsor, or the nature or composition of materials provided by Sponsor. Penn State will provide Sponsor with 30 days to review any manuscripts or proposed publications arising out of the ARS Services. Notwithstanding the limitations of Article 3, Penn State reserves the right to identify its sponsors in academic publications. Authorship of any publication resulting from the research shall be determined in accordance with academic standards for authorship in the relevant field of study.
- 6. Intellectual Property.** All inventions arising out of ARS will be promptly disclosed to Sponsor. Penn State shall not obtain or attempt to obtain patent coverage of Sponsor-provided materials or information, without the express written consent of Sponsor. Subject to any government license rights, all inventions, patent applications, or patents made during ARS which name as an inventor at least one employee of Penn State shall be owned as follows: a) inventions which involve the use of, composition of, or improvement to Sponsor-provided materials or information, or a derivative, analogue thereof shall belong to Sponsor; and b) inventions which cover a scientific process, technique procedure, medium, device or other process which is not unique to processing Sponsor's proprietary materials or does not derive from Sponsor-provided materials or information or any software or code developed by Penn State in the course of performing the ARS, shall be owned by Penn State.

7. **Indemnity.** Sponsor agrees to indemnify and hold harmless Penn State from and against any claims and costs (including without limitation reasonable attorneys' fees) arising out of Sponsor's and Sponsor's sublicensees' use, commercial sale, or distribution of products or processes developed under this Agreement, or its reliance upon any reports provided in connection with this Agreement.
8. **No Warranties.** PENN STATE IN NO WAY GUARANTEES THE ARS PERFORMED PURSUANT TO THIS AGREEMENT OR ANY RESULTS OR REPORTS GENERATED BY OR PROVIDED IN CONNECTION THEREWITH, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SUITABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.
9. **Termination.** Either party may terminate this Agreement upon 30 days prior written notice to the other. All reasonable costs and non-cancelable obligations incurred by Penn State at the time of said termination shall be reimbursed by Sponsor. At the request of Sponsor, all unused Sponsor-provided materials at the time of termination shall either be returned to Sponsor or destroyed by Penn State at the Sponsor's expense.
10. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.
11. **Controlled Information.** Penn State will not accept export-controlled materials or technical information or unclassified controlled technical information or other information described in the Controlled Unclassified Information ("CUI") Registry under this Agreement. Sponsor warrants that materials and technical information provided to Penn State are not subject to U.S. Export Control laws.
12. **University Status.** In the performance of all ARS, hereunder, Penn State shall be deemed to be and shall be an independent contractor.
13. **Entire Agreement.** This Agreement contains the entire and only agreement between the parties respecting the subject matter here of and supersedes or cancels all previous negotiations, agreements, commitments, and writings between the parties on the subject of this Agreement. Should processing of this Agreement require issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in entirety. This Agreement may not be amended in any manner except by an instrument in writing signed by the duly authorized representatives of each of the parties hereto.

**ENDORSEMENTS**

IN WITNESS WHEREOF, the parties hereto set their hands as of the date last written below.

**By an Authorized Official of Penn State**

**By an Authorized Official of Sponsor**

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_