

North Carolina State University
Characterization, Fabrication, & Testing Services Order Form

NC State University

Analytical Instrumentation Facility
Project Coordinator: _____
Monteith Research Center
Campus Box 7531 Rm 318
2410 Campus Shore Dr.
Raleigh, NC 27695-7531
Phone: 919.515.9588
Email: aif-contact@ncsu.edu

Client

Name: _____
Contact Name: _____
Mailing Address: _____

Phone Number: _____
E-mail Address: _____

Not to Exceed Cost: \$ _____

Start Date _____ **End Date** _____
mm/dd/yyyy mm/dd/yyyy

Payment Terms: Net 30 days upon receipt of invoice

Make checks payable to: NC State University

Remit payment to:

NC State, Accounts Receivable, Campus Box 7203
Raleigh, NC 27695-7203

Or via the [online portal \(link here\)](#)

Send Invoice to: (if different from above)

Name: _____
E-mail Address: _____
Phone Number: _____
Mailing Address: _____

Client Purchase Order Number: _____

Government Funding:

If client is using Government funding to access the facility, list the agency and grant number here: _____

Please check primary type of Requested Services:

- Materials Characterization Fabrication Services Testing Services

Description of Services Requested (Use additional sheets if necessary):

Terms and Conditions

1) Services. North Carolina State University (“NC State”) possesses materials characterization, fabrication and analysis expertise and related technologies and equipment through its Analytical Instrumentation Facility (“Facility”). Client has instructed NC State to undertake the specific services described above (the “Services”). In consideration of Client’s payment to the Facility in accordance with the terms stated herein, the Facility shall perform the Services.

2) Reports. Facility shall provide Client with the data resulting from provided Services. A written or verbal report can be supplied at the Client’s request. The report shall be maintained as confidential pursuant to Section 3 below. Client recognizes that the results of the Services which do not disclose Confidential Information provided hereunder may be deemed publishable by NC State, and that the NC State employees engaged in the Services shall be free to publish these results, consistent with the obligations imposed in Section 3 of this Order.

3) Confidentiality. “Confidentiality” will be governed by the applicable Confidentiality Agreement entered into by the parties and attached as an Exhibit to this Agreement. If no Confidentiality Agreement exists, then the following shall control: any confidential or proprietary information disclosed by Client to NC State (“Confidential Information”) shall be disclosed in writing and designated as confidential and/or proprietary, or if disclosed orally, shall be confirmed in writing and designated confidential and/or proprietary within thirty (30) days of such disclosure. NC State shall use the Confidential Information only for the purpose of this Order and further agrees that it will not disclose or publish such Confidential Information except that the foregoing restrictions shall not apply to: (a) Confidential Information which is or becomes publicly known through no fault of NC State; (b) Confidential Information learned from a third party entitled to disclose such information; (c) Confidential Information already known to or developed by NC State prior to receipt hereunder, or information independently developed at any time by NC State personnel not privy to the Confidential Information, as shown by NC State’s written records; or (d) Confidential Information required to be disclosed by operation of law (including, but not limited to, the North Carolina Public Records Act) or court order. The obligation of confidentiality imposed by this Section shall expire three (3) years following the expiration or termination of this Order. NC State will use a reasonable degree of

care to prevent the inadvertent, accidental, unauthorized, or mistaken disclosure or use by its employees of Confidential Information. For avoidance of doubt, data, information, results, materials, or products of the Services shall be considered Confidential Information for the purposes of this Order.

4) Intellectual Property. It is not anticipated that intellectual property will arise in NC State's performance of the Services. However, in the event of an invention by at least one employee of NC State the intellectual property shall be owned as follows: a) Inventions which involve the use of, composition of, or improvement to Client-provided materials or information, or a derivative, analogue thereof shall belong to Client; and b) Inventions which cover a scientific or analytical measurement process, technique, procedure, medium, device or other process which is not unique to characterizing, testing, or fabricating Client's proprietary materials or does not derive from Client-provided materials or Client's Confidential Information shall be owned by NC State.

5) 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.

6) Termination. Either party may terminate this Order upon prior written notice to the other party. All reasonable costs and non-cancelable obligations incurred by NC State at the time of said termination shall be reimbursed by Client. At the request of Client, all unused Client-provided materials at the time of termination shall either be returned to Client or destroyed by NC State at the Client's expense.

7) Independent Contractor. In the performance of the Services, NC State shall be deemed to be and shall be an independent contractor.

8) No Warranties and Indemnity. NC State makes no warranties, express or implied, regarding the quality of product produced under this Order. NC State shall use its reasonable efforts to perform the Services. NC State does not warrant or guarantee any results from a given project. NC State shall not be liable for Client's use of the report or other information provided by NC State. To the extent permitted by law, Client shall indemnify and hold harmless NC State against any claims and costs (including attorney's fees) arising out of Client's commercial sale or distribution of data, information, results, products or materials provided by NC State under this Order Form.

9) Export Control. The performance of all obligations under this agreement is contingent on compliance with U.S. export control laws. Client acknowledges that Facility employs/hosts foreign persons. Where Client anticipates that activities under this Order may release technology/technical data subject to export control foreign access restrictions, Client will coordinate with NC State Export Control Officer (export_controls@ncsu.edu) to ensure compliance obligations are met prior to such release. Client certifies that it is not subject to, or acting on behalf of any person, entity, or country, that is subject to debarment, embargoes or other sanctions under U.S. export control laws.

10) Hazardous Materials. All materials provided by Client must be accompanied by the appropriate environmental and safety information for those materials as required by law. At this time the Facility cannot accept any radioactive materials or biologically active materials.

11) Governing Law. This Order shall be governed and construed in accordance with the laws of the State of North Carolina. Where Client is a Non-North Carolina state or federal governmental entity, including a state public institution or federal agency or laboratory, this Section will be deemed to be deleted and replaced with the following: "Nothing in this Agreement is intended to cause Client to waive the legal immunities and defenses provided under Federal or Client's State laws."

12) Entire Agreement. This Order contains the entire agreement between the parties respecting the subject matter and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties on the subject of this Order. Should processing of this Order require issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in entirety. This Order 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.

Check one:

_____ No Client employees will work in NC State facilities in connection with this Order Form

_____ Client employees will be performing work related to this Order Form in NC State facilities. A NC State Laboratory Use Agreement is required and must be signed by an authorized official of Client and NC State.

By Authorized Official of NC State University

By Authorized Official of Client

By: _____

By: _____

Name: Nina Balke

Name: _____

Title: Director, AIF

Title: _____

Date: _____

Date: _____