

Vanderbilt University Research Core Agreement

Vanderbilt	Institution
Name: Vanderbilt University ("Vanderbilt") Address: Sponsored Programs Administration (SPA) 110 21 st Ave. South, Suite 800 Nashville, TN 37203-2417 SPAContracts@vanderbilt.edu	Institution: Address: Address: Phone:
Core Unit Name: VINSE – Nano Institute Core Unit Director/Manager: Sharon Weiss Director/Manager Email: vinse@vanderbilt.edu Director Phone: 615.322.1289	Send Invoice To: (If different than above.) Name: Address:

Payment Terms: Fees are due 30 days from receipt of invoice. Institution should refer to the bottom of Vanderbilt's iLab invoice for payment options and instructions.

- 1) Agreement:** Vanderbilt has the facilities to provide certain services (collectively, "Services") related to measurement, analysis, synthesis, testing, fabrication and development in the above-referenced Core Unit as an integral part of fulfilling its role as a private nonprofit research university. Vanderbilt intends to provide Services to various constituencies on a limited noncommercial basis, in furtherance of its instructional, research and charitable missions. This Agreement ("Agreement") sets forth the terms and conditions under which Vanderbilt provides its Services. Should processing of any order require issuance of a purchase order or other contractual document from Institution, all terms and conditions of said document(s) shall be nullified and voided by execution of this Agreement.
- 2) Description of Services and Results; Fees; Delivery and Taxes:** Core Unit shall perform the Services and provide the test results with supporting data and measurements ("Results") to Institution in accordance with the requirements specified in the related addendum ("Addendum"). Institution shall pay the fees specified in the Addendum, subject to agreed-upon adjustments when fees are estimated. During the term of this Agreement, fees are subject to change without notice. Institution shall be solely responsible for all delivery and handling charges, and for any applicable sales, use or similar taxes payable to governmental authorities. These charges will be added to Institution's invoice. All amounts are due 30 days from receipt of invoice or be subject to late fees in the amount of 1.5% of all outstanding balances per month.
- 3) Confidentiality:** "Confidential Information" means any non-public information in written or tangible form that is marked as confidential or if orally disclosed, that is confirmed in writing within fifteen (15) days of disclosure as confidential, provided by one party ("Disclosing Party") to the other party ("Receiving Party"). Receiving Party shall use the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable degree of care, and to maintain as confidential for a period of three (3) years: a) the Confidential Information obtained from Disclosing Party pursuant to this Agreement; and b) any Results derived from Confidential Information in providing the Services. Receiving Party's obligations hereunder do not apply to any Confidential Information that: (i) is or becomes generally available to the public through no fault or omission of the Receiving Party; (ii) was within the Receiving Party's possession on a non-confidential basis prior to it being furnished by the Disclosing Party as shown by the Receiving Party's written records; (iii) becomes available to the Receiving Party on a non-confidential basis from a third party with a legal right to do so; (iv) has been independently developed by the Receiving Party without use of or reference to the Confidential Information as evidenced by written documentation; or (v) the Receiving Party is legally compelled to disclose by law, subpoena, government request, or other legal process. All Confidential Information shall remain the property of the Disclosing Party and shall be returned or destroyed upon Disclosing Party's request. The terms of this Section 3 shall survive any termination or expiration of this Agreement.
- 4) Publicity:** Acknowledgement of Vanderbilt's provision of Services to Institution is encouraged and appreciated. Institution may acknowledge the provision of Services by the Core Unit in public statements, reports and other print and online publications, provided that the acknowledgement is exclusively factual in nature and does not suggest an endorsement by Vanderbilt. To assure that Vanderbilt and its Core Unit are portrayed accurately, any use of the Vanderbilt name beyond a statement of fact to describing the work done by the Core Units subject to prior written approval by Vanderbilt's Office of Brand Engagement and Governance.
- 5) Term and Termination:** The term of this Agreement shall commence upon the date it is last signed by a party hereto and shall continue for one (1) year unless terminated sooner. Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other. All reasonable costs and non-cancelable obligations incurred by Vanderbilt at the time of said termination shall be paid by Institution. At the request of Institution, all unused Institution-provided Test Materials shall either be destroyed by Vanderbilt or returned to Institution at Institution's sole expense.
- 6) Vanderbilt Status:** Vanderbilt shall be an independent contractor under this Agreement.
- 7) No Warranty:** Institution acknowledges and agrees that VANDERBILT MAKES NO WARRANTIES REGARDING SERVICES OR THE RESULTS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR USE OR A PARTICULAR PURPOSE. FURTHER, VANDERBILT DOES NOT WARRANT THAT THE RESULTS OF THE SERVICES PERFORMED HEREUNDER WILL SATISFY THE REGULATORY REQUIREMENT OF ANY REGULATORY BODY OR THAT THE SERVICES OR RESULTS DO NOT INFRINGE THE RIGHTS OF A 3rd PARTY. Institution hereby acknowledges that the Services provided by Vanderbilt are of an experimental nature and that no particular results or outcome can be guaranteed.

- 8) Indemnity:** Institution agrees to indemnify and hold harmless Vanderbilt, its officers, employees and agents against any loss, claims, damages or liability whatsoever ("Claims") (including reasonable attorney's fees) related to Institution's use of the Results of the Services or any derivatives of the Results. This indemnity obligation shall survive the expiration or termination of this Agreement.
- 9) Remedies and Limitation of Liability:** In the event of material error by Vanderbilt in providing Services, Vanderbilt's sole and exclusive liability to Institution and Institution's sole and exclusive remedy for claims hereunder shall be replacement of non-conforming Services or refund of the related fees. IN NO EVENT WILL VANDERBILT BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR THEORY in connection with any Claims arising from or related to this Agreement.
- 10) Export Control:** The parties acknowledge that performance under this Agreement is subject to compliance with applicable United States laws, regulations, and/or orders, including, but not limited to, those that relate to export of technical data and equipment, such as International Traffic in Arms Regulations ("ITAR") and/or Export Administration Act/Regulations ("EAR"), as may be amended, and agree to comply with all such laws, regulations and/or orders. In the event that any Confidential Information is export controlled, the Disclosing Party shall provide the Receiving Party with written notice outlining the nature of the export-controlled Confidential Information, and shall provide the Receiving Party an opportunity to object to receiving such information. No party will export, directly or indirectly, any export-controlled Confidential Information without first obtaining any required export license or government approval.
- 11) Intellectual Property:** (a) All testing equipment, methods, designs, concepts, inventions, processes, proprietary information and know-how, uses, or applications used or ordinarily used in the delivery of the Services, whether patentable or not, are the property of Vanderbilt, unless Vanderbilt and Institution expressly agree in writing that Institution is providing certain specialized equipment to be used by Vanderbilt. Any and all inventions, discoveries and improvements, patentable or otherwise, that are created by Institution, either solely or jointly with Core Unit, as a result of performing services pursuant to this Agreement and that pertain exclusively to the use of Institution's Test Materials or the test results shall be property of Institution. (b) It is recognized that certain existing inventions and technologies are or may be the separate property of one party or the other, and that no existing intellectual property right of either party shall be affected by this Agreement. Nothing in this Agreement shall be construed as granting or implying any rights of either party to intellectual property of the other party that existed prior to execution of this Agreement or that were generated without use of the Institution's Test Materials. (c) All rights to any other inventions, discoveries and improvements, patentable or otherwise, not otherwise described in this Section 11 that are conceived, made or reduced to practice as a result of performance of the services rendered under this Agreement shall be determined in accordance with U.S. patent laws with ownership following inventorship; provided however, that all rights to any data processes, software, technology, methodology or know-how developed by Vanderbilt, including but not limited to, those which relate to testing or data collection or data management or that do not depend on or otherwise require use of Institution's Test Materials, shall be the exclusive property of Vanderbilt. (d) Notwithstanding the forgoing in this Section 11, the parties acknowledge and agree that Vanderbilt is a recipient of federal funding for research from the U.S. Government and that any intellectual property developed as a result of this Agreement may be subject to the rights and requirements of the U.S. Federal Government. (e) The terms of this Section 11 shall survive any termination or expiration of this Agreement.
- 12) Governing Law and Venue:** The Agreement shall be governed and construed according to laws of the State of Tennessee, without regard to its conflicts of law principles, and the venue for any action initiated in connection with this Agreement shall be in the state or federal courts in Nashville, Davidson County, Tennessee.
- 13) Entire Agreement:** This Agreement and any related Addendum, which is hereby incorporated into this Agreement, contain the entire agreement between the parties respecting the subject matter hereof and supersede all previous negotiations, agreements and writings between the parties. This Agreement may not be amended in any manner except by a written instrument signed by authorized representatives of both parties, which expressly states that it is intended to amend this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.
- 14) Counterparts; Authorized Signatures; and E-signing:** This Agreement may be executed in two or more counterparts each of which will be deemed an original copy and all of which, when taken together, will be deemed to constitute the same agreement. Signatures of the parties by industry standard electronic signature software and/or by exchanging PDF signatures shall have the same force and effect as the exchange of originals signatures. By signing this Agreement, each party hereby represents that it is authorized to bind the party for which it signs.

By an Authorized Official of Vanderbilt University:

Sign: _____ Date _____
 Name: _____
 Title: _____

By an Authorized Official of Institution:

Sign: _____ Date _____
 Name: _____
 Title: _____

ADDENDUM (“Addendum”) for Research Core Agreement

Vanderbilt Core Unit Name: Vanderbilt Institute of
Nanoscale Science and Engineering - VINSE

Purchaser Institution:

I. Products Description (summary of products and/or services with goals and expected data).

II. Deliverables (detailed description of what Core Unit is to deliver to Purchaser).

III. Test Materials (if applicable, give detailed description of test materials; and itemize sample classifications and indicate hazard categories below, for samples that have not been physically or chemically sterilized).

- Human derived tissues, specimens, or cells
- Non-human primate-derived materials
- Animal-derived tissues, specimens, or cells
- Samples from a source known to be infected with a pathogen
- Recombinant DNA molecules
- Biological toxins or venoms
- Other hazardous classifications, of which the Core Unit should be made aware
- Export Control requirements of which Core Unit should be made aware

If any boxes above are marked, please provide detailed information below:

IV. Fee Estimate (May be replaced by fee estimate in the CORES billing system.)

Note: Following is an estimate of fees for the work. Due to variability of certain conditions in the research environment, as well as periodic changes in the fee structure for the Core Unit, please allow for variance from the estimate.

If the variance in work or fee structure is expected to exceed 15%, you will be contacted before proceeding.

Item	Quantity	Unit Fee	Total Fees
Equipment Usage Fee:			
Fees for Service:			
TOTAL COST			

V. Suggested Acknowledgement Text:

were provided through use of the Vanderbilt Institute of Nanoscale Science and Engineering which is an institutionally supported core. The views expressed are those of the author(s) and do not necessarily reflect the views of Vanderbilt University.”

VI. Expectation as to Authorship Recognition: If work involves substantial collaboration, criteria for authorship of resulting publications will be determined in accordance with prevailing academic standards, based upon substantial contribution to design, analysis, interpretation of results of the work, drafting and/or materially revising manuscripts derived from the work.

AGREED: Vanderbilt Core Unit Director/Manager	AGREED: Purchaser’s Principal Investigator
Signature: Core Unit Director/Manager _____ Date _____ Sharon Weiss Print Name (Print legibly please) Telephone: 615.322.1289 Email: sharon.m.weiss @vanderbilt.edu	Signature: Principal Investigator _____ Date _____ Print Name (Print legibly please) Telephone: _____ Email: _____