



GlycoMIP Service Agreement for Proprietary and/or International Work

(Addendum to Service/Sample Requests or Research Project Proposals)

This GlycoMIP Service Agreement for Proprietary and/or International Work (“Agreement”) is made and entered on the date last signed below (“Effective Date”) by and between

_____ having a principal office at _____
 (“User”), and the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia, with principal offices in Athens, Georgia (“UGA”). User and UGA may each be referred to individually as a “Party” and collectively as the “Parties”. UGA will perform its obligations under this Agreement through the *GlycoMIP: An NSF Materials Innovation Platform* (“GlycoMIP@UGA”) housed within UGA’s Complex Carbohydrate Research Center under the following terms:

- 1. Scope of Project.** UGA shall perform the testing protocol described in the attached project description (“Project”) at Exhibit A. Within ninety (90) days of Project completion, UGA shall deliver to User a report of the Project that contains the following information: _____. After Project completion, and at User’s request, UGA shall deliver to User the agreed upon data generated in UGA’s performance of the Project (“Data”).
- 2. Term.** UGA shall promptly begin work on the Project on or about the Effective Date (or an otherwise mutually agreed upon start date) and shall complete the Project no later than _____ (“Term”). If an extension is required to complete the Project, UGA will communicate with User, and the Parties will work together in good faith to agree upon a revised completion date.
- 3. Payment.** In consideration of UGA’s performance of the services identified in this Agreement, User shall pay UGA the fixed amount of \$_____. UGA shall invoice User in accordance with the payment terms included with the Project description at Exhibit A, and User shall make payment to UGA within 30 days of User’s receipt of the UGA invoice.
- 4. Transfer of Material.** User shall provide to UGA sufficient quantities of the materials identified in Exhibit A (“Material”), if any, so that UGA is able to perform the Project, and UGA will have no obligation to perform the Project absent receipt of necessary Material. User shall provide Material to UGA safely and in compliance with all applicable laws, regulations, and guidelines. UGA will not distribute or transfer Material to any third party without the prior written consent of User. UGA will keep Material under suitable containment conditions and will not use Material on human subjects. UGA will comply with all applicable laws and regulations concerning the use of Material. At the request and option of User within 90 days of completion of the Project, UGA will return to User or destroy any unused Material.
- 5. Intellectual Property.** The Parties recognize and intend that (i) the existing inventions, technologies, know-how, and intellectual property rights of User and of UGA that pre-date or are developed outside of performance of this Agreement are their separate property, respectively, and are not affected by this Agreement, and (ii) that neither Party shall have any claim or right in any such rights of the other Party as a result of this Agreement. User will retain ownership of all intellectual property rights in Material, including the original Material transferred to UGA hereunder, as well as in all derivatives, progeny, improvements, clones, and modifications of Material that are at least partially based upon or incorporate any element of the original Material, as well as the rights in any other intellectual property provided by User to UGA under this Agreement (“User IP”). Except as above, UGA will retain ownership of all methods, processes, know-how, technical information, methodologies, inventions, other technologies, and all intellectual property rights in any of the foregoing, that UGA may use or develop in the performance of the Project. No rights or obligations of any kind other than those expressly recited herein are granted to either Party or implied by this Agreement.

6. Obligations of Confidentiality. “Confidential Information” means all User’s proprietary information related to the Project, including but not limited to Data; Materials, Derivatives, and technical and business materials that User may deliver to UGA pursuant to this Agreement, which are stamped “Confidential,” and all orally-disclosed information where User declares such to be confidential at the time of its initial disclosure and confirms such declaration in writing within thirty (30) days of initial disclosure. For the Term, and for three years thereafter, UGA shall use Confidential Information only as necessary to perform the Project and, for the same 3-year period, UGA shall not disclose or provide Confidential Information to any third party.

7. Exceptions to Obligations of Confidentiality. UGA shall have no obligations of confidentiality with respect to Confidential Information, or any portion thereof, that:

- (a) As evidenced by UGA’s written records was lawfully known to UGA before disclosure by User to UGA and was received free of restrictions on disclosure or use; or
- (b) As evidenced by UGA’s written records was independently developed by UGA without reference to information or material provided by User;
- (c) Was in the public domain prior to User’s disclosure to UGA;
- (d) Enters the public domain other than by UGA’s breach of this Agreement;
- (e) Becomes known to UGA through the actions of a third party not in breach of a duty of confidence; or
- (f) Is released from obligations of confidentiality by User in writing.

8. Disclosure Required by Law. The provisions of Section 6 shall not restrict UGA from disclosing User’s Confidential Information to the extent required by law, regulation, or court order.

9. Export Control. It is understood that UGA is subject to U.S. export control laws and regulations. In the event User wishes to provide to UGA under this Agreement data or information that is controlled under U.S. export control laws or similar, User must first notify UGA of User’s intention to do so, as well as provide a non-controlled description of such data or information and its export classification. UGA will then determine whether it will accept such data or information and under what conditions, and UGA will communicate said determination back to User. User shall not provide export-controlled data or information to UGA without UGA’s prior written approval.

10. Disclaimer of Warranties in Material. MATERIAL IS UNDERSTOOD TO BE EXPERIMENTAL IN NATURE AND MAY HAVE HAZARDOUS PROPERTIES. USER MAKES NO WARRANTIES TO UGA, EXPRESS OR IMPLIED, REGARDING MATERIAL, INCLUDING WARRANTIES OF MERCHANTABILITY OR TO FITNESS FOR A PARTICULAR PURPOSE.

11. Disclaimer of Warranties in Performance of Project. SYNTHESIZING AND ANALYZING MATERIALS IS A SCIENTIFIC ENDEAVOR, AND THE PARTIES ACKNOWLEDGE UGA CANNOT GUARANTEE ANY PARTICULAR OUTCOME OR SPECIFIC YIELD. USER UNDERSTANDS THAT IT MAY NOT BE POSSIBLE TO SYNTHESIZE OR ANALYZE SOME MATERIALS (SAMPLES). UGA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE VALUE, UTILITY, MERCHANTABILITY, USE, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY REPORTS, RESULTS, DATA, OR OTHER WORK PERFORMED UNDER THIS AGREEMENT. UGA FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE

CONTENTS OF SUCH REPORTS, RESULTS, DATA, OR OTHER WORK PERFORMED UNDER THIS AGREEMENT DO NOT INFRINGE UPON THE PROPERTY RIGHTS OF OTHERS.

12. Completion of Work and Rework. The Project may be planned in phases, with reasonable stopping points in the event the Project ultimately is deemed not feasible. If the Project is phased, User and UGA's Project Manager will engage in periodic review and consultation regarding the Project and its feasibility. Once a Project phase has been initiated, User agrees to pay all fees associated therewith.

13. NSF Reporting and Publication. The National Science Foundation ("NSF") encourages publication of science conducted using any GlycoMIP instrument or facility. Users are encouraged to publish results (via conference or journal or website), as appropriate, and to report such publication to UGA for inclusion in NSF annual reporting. In the event of publication, any UGA staff member who contributes significant intellectual effort to the project should be included as an author or acknowledged appropriately.

Examples of acceptable acknowledgements include:

This work was supported by GlycoMIP at the University of Georgia, a National Science Foundation Materials Innovation Platform funded through Cooperative Agreement DMR-1933525.

The (samples/data/model/etc.) used in this study (was/were) provided by GlycoMIP at the University of Georgia, a National Science Foundation Materials Innovation Platform funded through Cooperative Agreement DMR-1933525.

The authors wish to acknowledge the contributions of (name(s)) in the (synthesis/preparation/characterization/analysis) of (samples/date/model/etc.) provided by the GlycoMIP at the University of Georgia, a National Science Foundation Materials Innovation Platform funded through Cooperative Agreement DMR-1933525.

14. Relationship of the Parties. UGA shall perform the Project as User's independent contractor and neither UGA nor its employees are employees of User. Accordingly, neither User nor its employees may (a) participate in any UGA employee benefit plans; (b) bind UGA or assume or create any obligation or responsibility, express or implied, on UGA's behalf or in UGA's name; or (c) represent to any person or entity that User or any employee of User has any such power or authority to assume or create an obligation on UGA's behalf.

15. Termination. Either Party may terminate this Agreement upon sixty (60) days' written notice to the other Party. Upon termination, User shall pay UGA for all work performed under this Agreement as of the effective date of termination, as well as all costs and non-cancelable obligations incurred under this Agreement prior to the effective date of termination; but in any case, the total of such amounts will not exceed the total payment owed under this Agreement.

16. Limitation of Liability. Each Party is responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent provided by applicable law. Except as otherwise provided herein, the limits of UGA's liability to User for claims resulting from breach of this Agreement shall not exceed the compensation UGA has received from User under this Agreement.

17. Indemnity. User shall indemnify and hold harmless UGA, the Board of Regents of the University System of Georgia, the State of Georgia, and its departments, agencies, and instrumentalities, officers, employees, students, and agents ("Indemnitees") from and against each and every claim,

judgment, or liability asserted by a third party to the extent arising out of or related to (i) any breach of this Agreement by User or its employees or agents; or (ii) use by User or any third party of information or material of any kind provided by UGA to User under this Agreement; except that User shall not be responsible to UGA under this Section 17 to the extent that a claim, judgment, or liability is caused by or attributable to UGA's negligent acts or willful misconduct.

18. Notices. Notices, payments, and other communications required by this Agreement may be e-mailed, sent by commercial carrier, or sent via U.S. mail to the Parties as follows:

UGA Project Manager/Advocate	USER
NAME	NAME
EMAIL	EMAIL
ADDRESS	ADDRESS

19. Assignment. This Agreement may not be assigned without the prior written consent of both Parties.

20. Entire Agreement. This Agreement represents the entire understanding of the Parties with respect to the Project, and supersedes all other agreements and representations whether oral or written. This Agreement may only be modified in a written document signed by authorized representatives of both Parties.

The Parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

FOR UGA	FOR USER
SIGNATURE	SIGNATURE
SIGNED BY	SIGNED BY
TITLE	TITLE
DATE	DATE

Acknowledged by GlycoMIP@UGA:

SIGNATURE

SIGNED BY

Dr. Rob Woods

TITLE

GlycoMIP Associate Director

DATE

Exhibit A

Project Description:

Data and Other Deliverables to be Provided to User:

Total Amount Due & Other Payment Terms (e.g. invoice schedule):

Material: