

## University of Oregon Testing Services Agreement

Thank you ("You" or "Your") for your request for services from the Center for Advanced Materials Characterization in Oregon ("CAMCOR") at the University of Oregon (collectively "University"). All services are provided on the terms and conditions set forth in this Agreement.

1. **Purpose.** The University, through CAMCOR, will perform the services and deliverables described in Section 1 of Exhibit A to this Agreement. Deliverables shall be Your property and shall be deemed to be trade secrets to the extent permitted by law.
2. **Payment.** You agree to pay upon receipt of an invoice the sum described in Section 2 of Exhibit A. Payment will be made in lawful money of the United States of America. Payments not made in full within 30 days of the date of the invoice will bear simple interest at a rate of 8 percent per annum.
3. **Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by You or non-written information and data disclosed by You that is identified at the time of Your 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 three (3) years the Confidential Information You disclose 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.
4. **Intellectual Property.** University has no interest in the deliverables provided under this Agreement.
5. **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 representative of the other party.
6. **Termination.** Either party may terminate this Agreement upon written notice to the other at the address set forth in Section 3 of Exhibit A. All reasonable costs and non-cancelable obligations incurred by the University at the time of termination shall be reimbursed by You. At Your request and expense, University will return to You or destroy all unused materials provided by You.
7. **Independent Contractor.** The parties are independent contractors and not partners, joint venturers, or principal and agent.
8. **LIABILITY.** IN NO EVENT WILL THE UNIVERSITY BE RESPONSIBLE FOR ANY DAMAGES OR PENALTIES RESULTING FROM UNIVERSITY'S FAILURE TO PROVIDE OR DELAY IN PROVIDING THE SERVICES OR DELIVERABLES. IF A SERVICE OR DELIVERABLE IS FOUND, WITHIN SIX MONTHS OF INVOICE THEREFOR, TO BE DEFECTIVE OR INACCURATE, THE UNIVERSITY WILL PROVIDE THE SERVICE OR DELIVERABLE AGAIN AT NO COST TO YOU. THIS IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT. THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND UNIVERSITY EXPRESSLY DISCLAIMS ANY WARRANTIES EXISTING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO THOSE WHICH ARE EXPRESS OR IMPLIED. IN NO EVENT WILL UNIVERSITY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, NOR WILL THE UNIVERSITY'S AGGREGATE LIABILITY TO YOU EVER EXCEED THE AMOUNT PAID BY YOU UNDER THIS AGREEMENT. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS UNIVERSITY AGAINST ANY CLAIMS ARISING OUT OF YOUR USE, COMMERCIAL SALE, OR DISTRIBUTION OF THE DELIVERABLES OR PRODUCTS OR PROCESSES RESULTING FROM OR YOUR RELIANCE UPON THE DELIVERABLES.
9. **General.** This Agreement is non-assignable and non-transferrable. Any legal proceeding instituted by You shall be in the courts of the state of Oregon. This Agreement shall be governed by the laws of the State of Oregon. You certify that You are duly authorized to enter into this Agreement and that this Agreement is binding upon You.

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

Exhibit A to University of Oregon Testing Services Agreement

1. Services and Deliverables:

2. Amount Payable: