CORE FACILITY
ACADEMIC RESEARCH SERVICES ORDER

UNIVERSITY

The Pennsylvania State University
User Research Facilities

Facility: Choose One

Contact: Choose One

Address: Choose One

E-mail: Choose One

Phone/Fax: Choose One

Total Estimated Cost: $

Performance Period (mm/dd/year): to

Organization Purchase Order No. (optional):

Payment Terms: Net 30 Days upon receipt of monthly invoice. 1% fee on balances past due more than 90 days from original invoice date.

ORGANIZATION

Organization Name:

Technical Contact:

Address:

Phone: Fax:

E-mail:

Billing Contact

Name:

Phone: Fax:

Address:
(If different than above)

E-mail:

This is a cost reimbursable contract and any and all costs incurred shall be reimbursed by the ORGANIZATION.
Please make checks payable to: The Pennsylvania State University

SERVICES REQUESTED

Facility Analyst/Tech Staff Contact(s) ***(if known)***:

Project Title:

Description of Services:

☐ Organization's employees will be performing work related to the above described services in University facilities.
If checked, an External User Term Sheet must be completed and attached.

ENDORSEMENTS

By signing below, both parties agree to abide by the attached Terms and Conditions.

THE PENNSYLVANIA STATE UNIVERSITY

John W. Hanold
Associate Vice President for Research
Director, Office of Sponsored Programs
Date

ORGANIZATION

Name:
Title:
(Authorized organizational representative required)
Date

Updated 11/26/2018

CORE FACILITY - ACADEMIC RESEARCH SERVICES ORDER
TERMS AND CONDITIONS

The Pennsylvania State University (hereinafter referred to as "University") has developed a 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 Organization desires specialized academic research assistance requiring these ARS. Such ARS are currently available on a limited, noncommercial basis from the University. ARS contemplated by this Order are of mutual interest and benefit to University and Organization, will further the Instructional, Research, and Public Service missions of University, may derive benefits for both Organization and University through the advancement of knowledge.

1) Reports – University may provide Organization with a written report regarding the data obtained in the course of said ARS unless the Organization's employees perform said work. Copyright in said report shall vest in Organization. Organization recognizes that the results of ARS which do not disclose Confidential Information provided hereunder may be deemed publishable by University, and that the researchers engaged in project shall be free to publish these results, consistent with the obligations imposed in Item 2 of this Order.

2) Confidentiality – "Confidential Information" shall mean any Organization-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 sixty (60) days of such non-written disclosure. University hereby agrees to use the same degree of care it uses to protect its own confidential information to: a) maintain for a period of five (5) years the confidential information obtained from Organization pursuant to this Order and sent to technical staff referred to previously; and b) maintain as confidential any data and interpretation of said confidential information arising out of said ARS until Organization has had the opportunity to review same. Publications will be limited to new scientific information regarding service performed and not results, and University will use reasonable efforts not to disclose proprietary processes or methods of Organization, or the nature or composition of materials provided by Organization. University will provide Organization with thirty (30) days to review any manuscripts or proposed publications arising out of ARS. University's obligations hereunder do not apply to information in the public domain, or independently known or obtained by University.

3) Intellectual Property – All inventions arising out of ARS will be promptly disclosed to Organization. University shall not obtain or attempt to obtain patent coverage on Organization-provided materials or information, without the express written consent of Organization. All inventions, patent applications, or patents made during ARS which name as an inventor at least one employee of University shall be owned as follows: a) Inventions which involve the use of, composition of, or improvement to Organization-provided materials or information, or a derivative, analogue thereof shall belong to Organization; and b) Inventions which cover a scientific process, technique, procedure, medium, device or other process which is not unique to processing Organization's proprietary materials or does not derive from Organization-provided materials or information shall be owned by University. Organization shall be given an option to negotiate a license thereto.

4) 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.

5) **Termination –** Either party may terminate this Order upon fifteen (15) days prior written notice to the other. All reasonable costs and non-cancelable obligations incurred by University at the time of said termination shall be reimbursed by Organization. At the request of Organization, all unused Organization-provided materials at the time of termination shall either be returned to Organization or destroyed by University at the Organization's expense.

6) University Status – In the performance of all ARS, hereunder, University shall be deemed to be and shall be an independent contractor.

7) Warranties and Indemnity – University in no way guarantees ARS performed pursuant to this Order and makes no warranties, express or implied, regarding the quality of product produced under this Order. The Organization fully understands and agrees that any work done, or services provided, by the University are on a reasonable efforts basis. The University does not warrant or guarantee any results from a given project. The User accepts full responsibility for the progress and results of its project. Organization agrees to indemnify and hold harmless University against any claims and costs (Including counsel fees) arising out of Organization 's commercial sale or distribution of products or processes developed under this Order, or its reliance upon the reports set forth in Item 1 above. In the event any project or portion thereof funded under this agreement requires the use of human research subjects, the then current IRB project terms, which are available online at http://www.research.psu.edu/osp/negotiate-agreements/industry-other/t-csra, shall apply and be incorporated herein by reference.

8) **Export Control –** The University will not accept export-controlled materials or technical information under this agreement. Organization warrants that materials and technical information provided to University are not subject to U.S. Export Control laws.

9) Governing Law – This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

10) Entire Agreement – This Order 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 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.

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SUPPLEMENTAL PROJECT INFORMATION (check only one in each category)

This information is required for our reporting requirements to the National Science Foundation

Organization Type:

☐ Other USA University	☐ USA 2-Year College	☐ Other Foreign
☐ USA 4-Year College	☐ USA Pre-College	☐ Small Company (<500 employees)
☐ Government	☐ Foreign Academic	☐ Large Company (>500 employees)

Project Classification:

☐ Life Sciences	☐ Chemistry	☐ Electronics
☐ Materials	☐ MEMS/Mechanical Eng	☐ Medicine
☐ Geology/Earth Sci	☐ Educational Lab Use	☐ Physics
☐ Optics	☐ Other Research	☐ Process

Technical Contact (PI) is: ☐ Male ☐ Female ☐ Not Disclosed

Technical Contact (PI) Ethnic Background:

☐ African	☐ Caucasian	☐ Native American
☐ Alaskan	☐ East Indian	☐ Other
☐ Asian	☐ Hispanic	☐ Not Disclosed

PROJECT USER INFORMATION

In addition the technical contact identified in the ARSO, the following users are also authorized to incur charges on this project. A separate new user form must be completed and attached for each user on this list:

_____ ☐ Last Name, First Name — User Form Attached	_____ ☐ Last Name, First Name — User Form Attached
_____ ☐ Last Name, First Name — User Form Attached	_____ ☐ Last Name, First Name — User Form Attached
_____ ☐ Last Name, First Name — User Form Attached	_____ ☐ Last Name, First Name — User Form Attached
_____ ☐ Last Name, First Name — User Form Attached	_____ ☐ Last Name, First Name — User Form Attached

Project Title: _____

Technical Contact (PI) Signature & Date: _____