

The Pennsylvania State University

Academic Research Services Order (ARSO)

Terms and Conditions

1) Purpose - 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 ARS 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. Sponsor 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 Sponsor, will further the Instructional, Research, and Public Service missions of University, may derive benefits for both Sponsor and University through the advancement of knowledge, and does not include routine services that are commercially available. *For the purpose of this Agreement, if Sponsor desires Academic Research Services as provided by University personnel then provisions 2 through 11 contained herein shall be incorporated in full force and shall govern all such Academic Research Service activities performed by University. If Sponsor desires to gain access to and right to use University equipment and facilities for the sole purpose of performing device fabrication, analytical and/or characterization testing, External User Term Sheet shall apply. Signature by an authorized representative of Sponsor or "USER" as the case may be, shall constitute acceptance of all such terms and conditions herein.*

2) Reports - University shall provide Sponsor with a written report regarding the data obtained in the course of said ARS unless the company's employees perform said work. Said report shall be maintained as confidential pursuant to Item 3 of Order. Sponsor 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 3 of this Order.

3) Confidentiality - "Confidential Information" shall mean any Sponsor-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 Sponsor pursuant to this Order and sent to Principal Investigator referred to above; and b) maintain as confidential any data and interpretation of said confidential information arising out of said ARS until Sponsor has had the opportunity to review same. Publications will be limited to new scientific information regarding ARS performed, and University will use reasonable efforts not to disclose proprietary processes or methods of Sponsor, or the nature or composition of materials provided by Sponsor. University will provide Sponsor 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.

4) Intellectual Property - All inventions arising out of ARS will be promptly disclosed to Sponsor. University shall not obtain or attempt to obtain patent coverage on Sponsor-provided materials or information, without the express written consent of Sponsor. 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 Sponsor-provided materials or information, or a derivative, analogue thereof shall belong to Sponsor; and b) Inventions which cover a scientific process, technique, procedure, medium, device or other process which is not unique to processing Sponsor's proprietary materials or does not derive from Sponsor-provided materials or information shall be owned by University. Sponsor shall be given an option to negotiate a license thereto.

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 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 Sponsor. At the request of Sponsor, all unused Sponsor-provided materials at the time of termination shall either be returned to Sponsor or destroyed by University at the Sponsor's expense.

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

8) 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 User and sponsor 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. Sponsor agrees to indemnify and hold harmless University against any claims and costs (Including counsel fees) arising out of Sponsor's commercial sale or distribution of products or processes developed under this Order, or its reliance upon the reports set forth in Item 2 above.

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

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

11) 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)

For our reporting requirements to the National Science Foundation regarding the users we serve

Organization Type:

- | | | |
|---|---|---|
| <input type="checkbox"/> Other USA University | <input type="checkbox"/> USA 2-Year College | <input type="checkbox"/> Other Foreign |
| <input type="checkbox"/> USA 4-Year College | <input type="checkbox"/> USA Pre-College | <input type="checkbox"/> Small Company (<500 employees) |
| <input type="checkbox"/> Government | <input type="checkbox"/> Foreign Academic | <input type="checkbox"/> Large Company (>500 employees) |

Project Classification:

- | | | |
|--|--|--------------------------------------|
| <input type="checkbox"/> Life Sciences | <input type="checkbox"/> Chemistry | <input type="checkbox"/> Electronics |
| <input type="checkbox"/> Materials | <input type="checkbox"/> MEMS/Mechanical Eng | <input type="checkbox"/> Medicine |
| <input type="checkbox"/> Geology/Earth Sci | <input type="checkbox"/> Educational Lab Use | <input type="checkbox"/> Physics |
| <input type="checkbox"/> Optics | <input type="checkbox"/> Other Research | <input type="checkbox"/> Process |

Technical Contact (PI) is: Male Female Not Disclosed

Technical Contact (PI) Ethnic Background:

- | | | |
|----------------------------------|--------------------------------------|--|
| <input type="checkbox"/> African | <input type="checkbox"/> Caucasian | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Alaskan | <input type="checkbox"/> East Indian | <input type="checkbox"/> Other |
| <input type="checkbox"/> Asian | <input type="checkbox"/> Hispanic | <input type="checkbox"/> 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:

_____ <input type="checkbox"/>	_____ <input type="checkbox"/>
Last Name, First Name User Form Attached	Last Name, First Name User Form Attached
_____ <input type="checkbox"/>	_____ <input type="checkbox"/>
Last Name, First Name User Form Attached	Last Name, First Name User Form Attached
_____ <input type="checkbox"/>	_____ <input type="checkbox"/>
Last Name, First Name User Form Attached	Last Name, First Name User Form Attached
_____ <input type="checkbox"/>	_____ <input type="checkbox"/>
Last Name, First Name User Form Attached	Last Name, First Name User Form Attached

Project Title: _____

Technical Contact (PI) Signature & Date: _____