

Durham, NC 27710
Tel:
email:

To: [Institution Name] ("Requestor")
Attn: [Contact Name]
[Address]
[Address]
Phone Number:
Fax Number:
Email Address:

Payment Terms: Invoice Due upon Receipt

Item	Description	Qty	Price/Unit (USD)	Total (USD)
1				
2				
3				
4				
5				
6				
	SUBTOTAL			
	TOTAL			

If you wish to proceed with the analyses, please sign this Agreement below, accepting the prices above and the attached terms and conditions, and return the form to the indicated address.

By: _____
Name:
Title:
Date signed:

DUMC [REDACTED]
PH:(919) [REDACTED]
FX:(919) [REDACTED]

Terms and Conditions: Research Analysis

Whereas, Duke University (“Duke”), through its [Name of Shared Resource] (the “Laboratory”) has special capabilities to conduct certain research analyses as described in the Project Description (the “Analyses”).

Whereas, the Laboratory currently has capacity to conduct Analyses beyond that needed for research projects conducted by Duke faculty, and Laboratory is willing to conduct Analyses on materials provided by Requestor (the “Samples”), subject to the terms and conditions set forth herein and in furtherance of non-commercial research with the goal of advancing fundamental research carried out for a scientific purpose.

1. In consideration of the conduct of the Analyses by the Laboratory, Requestor shall pay the amount set forth in the Project Description. Payments shall be made by Requestor promptly upon receipt from Laboratory of invoices for work completed. Payments shall be made to Duke University (EIN 56-0532129) and sent to the following address:

2. The Analyses shall be completed within **ninety (90)** days after receipt of Samples by the Laboratory. The Laboratory shall provide Requestor with a full report of the results of the Analyses (“Results”) within **thirty (30) days** of completion of the Analyses.
3. This Agreement shall terminate upon completion of the Analyses and delivery of the Results to Requestor. Either Party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice of termination. In case of termination by Requestor, Requestor shall pay all amounts due for Analyses completed prior to termination, and shall reimburse costs of returning unanalyzed samples to Requestor. In case of termination by Duke, Requestor shall pay all amounts due for Analyses completed prior to termination, and Duke shall promptly return unanalyzed samples to Requestor at Duke’s expense. Paragraphs 7, 8, 9, and 10 shall survive termination.
4. Requestor represents and warrants that it has the full right to provide the samples to Duke for the purpose of the Analyses, and that it has obtained any necessary informed consent, or authorization, required in order to collect the samples and provide them to Duke for the purpose of the Analyses. Laboratory shall use the samples solely for the purpose of the Analyses and shall not further distribute the samples to any third party. All right, title and interest in and to the Samples shall remain vested solely with Requestor and no right, title or interest therein is transferred or granted to Duke under this Agreement.
5. If the Samples are derived from human subjects, Requestor shall deidentify the Samples, and all information provided therewith, and shall remove all Protected Health Information (“PHI”), as defined by the Federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), as amended (“HIPAA”, 45 C.F.R. 160 and 164). Requestor shall not provide Duke with any information that could be used to identify the subjects from whom the Samples were collected. Duke shall not make any attempt to determine the identity of those subjects, or to contact the subjects.
6. The parties acknowledge that human-derived materials may pose known, or unknown, health or safety risks and each shall handle the Samples accordingly, and in compliance with all applicable laws and regulations.
7. The Requestor acknowledges that the Analyses are not performed under Good Laboratory Practices as that term is defined by federal regulations.
8. This Agreement shall not be taken as a grant from one Party of any rights under any patent applications, trade secrets, or other proprietary rights of the other Party. Duke shall have no rights in any new inventions, developments, or discoveries made by Requestor as a result of Requestor’s use of the Results provided herein. Duke shall be free to use the Results for its own educational, research and

health care purposes, including but not limited to improving and validating Duke's analytical methods, and advancing the knowledge and skills of its students and employees.

9. DUKE MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE RESULTS ARE PROVIDED BY DUKE TO REQUESTOR "AS IS". THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE RESULTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS. THE RESULTS PROVIDED BY DUKE SHALL NOT BE USED FOR THE DIAGNOSIS OF DISEASE OR TO GUIDE THE TREATMENT OF ANY INDIVIDUAL PATIENT OR RESEARCH SUBJECT.
10. Each party shall be solely responsible for its own acts or omissions in its performance hereunder, and each shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to its own acts or omissions; provided, however, that neither party shall be responsible to the extent of the other party's negligence or willful misconduct. Duke explicitly disclaims any liability whatsoever for any claims, third party or otherwise, arising from Requestor's use of the Results.
11. Neither party will, without the prior written consent of the other party, use in advertising, publicity, or otherwise, the name, trademark, logo, symbol, or other image of the other party or that party's employee or agent, except that Requestor may acknowledge in academic publications that the Analyses were conducted by the Laboratory.
12. Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
13. Duke's relationship to Requestor under this Agreement is that of an independent contractor and not an agent, joint venturer or partner of Requestor
14. Each party shall comply with all applicable federal, state, and local laws and regulations in the conduct of the work contemplated herein.
15. This Agreement represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties as to its subject matter. Any alteration, modification, or amendment to this Agreement must be in writing and signed by both parties. The terms of this Agreement explicitly supersede and replace the terms of any purchase order or other document required by Requestor to facilitate payment of amounts due hereunder, notwithstanding any provision otherwise in such purchase order or other document.
16. Neither party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately the result of causes beyond that party's reasonable control and occurring without its fault or negligence.

{End of Terms and Conditions}