RESEARCH RECHARGE CENTER MASTER AGREEMENT

This Research Recharge Center Master Agreement ("Agreement") is made _______ (the "Effective Date"), by and between __________________ (the "Company"), a ____________ with its principal place of business located at _____________________________________________ and The University of North Carolina at Chapel Hill, on behalf of its School of Medicine _________ ("Core Facility") Centre, a North Carolina educational institution ("University") (each a "Party" and collectively "Parties").

WHEREAS, University is able to conduct specialized analysis and/or perform services as set forth herein and Company desires for University to perform such Services; and

WHEREAS, the Services contemplated by this Agreement are of mutual interest to University and Company and may provide benefits for both University and Company through the advancement of knowledge.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth below, and for other good and valuable consideration the receipt of which is hereby acknowledged, Company and University hereby agree as follows:

1. **Services Work Orders.** University will conduct analysis and/or perform services ("Services") as described in writing in the form set forth in Exhibit A (each such writing, a "Work Order"). The Work Order for the initial Services to be performed by University is attached hereto as Exhibit B and incorporated herein by this reference. Each subsequent Work Order shall be signed by both Parties and shall set forth the specific Services to be performed by University, the Project Manager, the timeline and schedule for the performance of such Services and the compensation to be paid to University by Company for the provision of such Services, as well as any other relevant terms and conditions, if applicable. Each Work Order shall be subject to all of the terms and conditions of this Agreement, and shall reference the University Agreement University number assigned below. The Parties shall attach a copy of each Work Order to this Agreement, and each such Work Order shall be incorporated herein by reference.

2. **Term and Termination.** The term of this Agreement is from the Effective Date to _______, unless sooner terminated, as provided herein. Either Party may terminate this Agreement upon thirty (30) days prior written notice, upon which Company agrees to pay University all reasonable costs (including all costs for reagents purchased by University for a terminated Work Order) and non-cancellable obligations incurred by University up to the effective date of termination. Each Party shall have the right to terminate this Agreement if the other Party materially breaches its obligations under this Agreement and, after receiving notice from the terminating Party identifying such material breach in reasonable detail, fails to cure such material breach within thirty (30) days from the date of such notice. Company’s failure to make timely payment to University in accordance with this Agreement shall be deemed a material breach of this Agreement.

3. **Payment.** In consideration of University’s performance hereunder, Company agrees to pay the costs as stated in the applicable Work Order within thirty (30) days of the University’s invoicing of such amounts. Should the processing of such invoice require the issuance of a purchase order or other contractual document of Company, all terms and conditions of said document are hereby deleted in their entirety and shall have no force or effect. Company shall remit payment to University at __________________________________.

4. **Company Materials and Export Controls.**

   4.1. **Materials.** Company may provide materials for use by University in performance of the Services ("Materials"). Company remains at all times responsible for the risk of loss to Materials, except for losses resulting from University’s gross negligence or willful misconduct. Company represents and warrants that it has the legal right to provide Materials to University. Company shall provide written
notice of the nature and quantity of Materials, especially as it relates to any potential hazardous properties (e.g., biohazard, radioactivity, reactivity), as well as provide written instructions regarding the safe handling and storage of Materials. Company will arrange for and bear the cost of shipping (both to and from University) and storage of Materials. University will observe all applicable safety precautions and governmental requirements concerning the handling of Materials.

4.2. **Export Control.** Company represents that Materials are not subject to U.S. export control laws. Company shall be solely responsible for complying with U.S. export control laws with regard to the export of the Results once delivered to Company.

5. **Confidentiality.** To the extent permitted by law, University agrees to treat in confidence, for a period of one (1) year from the Effective Date, confidential information disclosed to it by Company in written or tangible form marked “confidential” or “proprietary” or, if orally disclosed, confirmed in writing marked “confidential” or “proprietary” by Company to University within ten (10) days of disclosure and identified as confidential by Company (hereafter "Confidential Information"). Company agrees to limit disclosures of Confidential Information solely to information necessary to perform the Services. Confidential Information does not include information that (a) was previously known to University, (b) becomes publicly available through no breach of this Agreement by University, (c) is disclosed to University by a third party without knowledge of origination in Company or obligation of confidence, (d) is independently generated by University without the use of Confidential Information, or (e) is required to be disclosed by law or court order.

6. **Ownership Rights.** University hereby grants to Company the right, title and interest to the Results generated during the performance of the Services. Company hereby grants to University and University reserves for itself an irrevocable, fully paid-up, worldwide, non-exclusive, royalty-free license in and to the Results for educational, research and public service purposes, whether alone or with a third party. Nothing in this agreement shall confer to Company any ownership, license or other rights to any University intellectual property, including any intellectual property embodied in or relied upon by University in generating the Results. University shall retain ownership of all proprietary data, concepts, methods, techniques, processes, protocols, adaptations, ideas, formulas, software, databases, know-how, trade secrets, and background technologies (collectively “University Methods”) owned, licensed, or controlled by University prior to or separate from this Agreement. Company expressly acknowledges that performance of this Agreement may result in the development of improvements to University Methods, or the development of new data, concepts, methods, techniques, processes, protocols, or know-how related to University Methods. Company agrees that any such improvements to or new University Methods shall belong exclusively to University, and Company shall not make use of or disclose the same to any other party without the prior written consent of University except in connection with its activities related to use of the Results.

7. **Publications.** Company recognizes that the results of the Results and other data generated through the performance of the Services may be published by University subject to the confidentiality provisions of Section 6.

8. **Attribution.** If the Results are published by Company, University should be acknowledged as “[ADD UNC UNIT/CORE NAME]” in the publication.

9. **Publicity.** Except as provided in Section 7, neither Party will use the name, trademarks or other indicia of the other Party in any publicity or advertising without the prior written approval of the other Party.

10. **Disclaimer of Warranties.** THE TESTING RESULTS PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN “AS IS” BASIS. UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE TESTING RESULTS. UNIVERSITY DISCLAIMS ALL WARRANTIES ARISING FROM COURSE OF
PERFORMANCE, COURSE OF DEALING AND USAGE OF TRADE OR THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION. UNIVERSITY SPECIFICALLY DOES NOT WARRANT THAT THE TESTING RESULTS CONFORM TO ANY LAW, STATUTE OR REGULATION. UNIVERSITY MAKES NO WARRANTY THAT ALL ERRORS HAVE BEEN OR CAN BE ELIMINATED FROM THE TESTING RESULTS AND UNIVERSITY SHALL NOT BE RESPONSIBLE FOR LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND RESULTING FROM THE USE OF THE TESTING RESULTS. UNIVERSITY MAKES NO WARRANTIES WITH RESPECT TO THE COMPATIBILITY OF THE TESTING RESULTS WITH ANY THIRD PARTY MATERIALS, INCLUDING IF APPLICABLE ANY COMPUTER SOFTWARE AND/OR HARDWARE AND ASSUMES NO RESPONSIBILITY FOR DAMAGE CAUSED BY OR INCURRED AS A RESULT OF THE USE OF ANY SUCH THIRD PARTY MATERIALS WITH THE TESTING RESULTS.

11. **Limitation of Liability.** IN NO EVENT SHALL UNIVERSITY’S LIABILITY TO COMPANY ARISING UNDER THIS AGREEMENT OR FROM THE USE OF THE TESTING RESULTS EXCEED THE FEES PAID TO UNIVERSITY HEREUNDER, INCLUDING BUT NOT LIMITED TO CLAIMS RELATED TO CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT OR WARRANTY. UNIVERSITY SHALL NOT BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGE, AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER UNIVERSITY HAD OTHER REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY THEREOF.

12. **Indemnity.** Company shall defend, indemnify and hold harmless University and its trustees, employees and agents from and against any and all third-party claims, demands, suits, legal proceedings, and causes of action, including without limitation any government investigation, enforcement or other action or proceeding (collectively, “Claims”), arising from, related to or in connection with the use of the Materials and Results, including Claims alleging, in whole or in part, that the Results were the cause of damages or harm to a person or property.

University agrees to be responsible for the negligent acts or omissions of its employees and agents in their performance of duties hereunder, and for any actual damages directly arising therefrom, and will indemnify Company for the same to the extent permitted under the North Carolina Tort Claims Act.

13. **Notices.** All notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first class, registered or certified mail:

   If to Company:  
   
   [insert]  
   
   If to University:  
   
   [Core Center Mailing Address]

   With copies to:  
   
   Director, Office of Industry Contracting  
   The University of North Carolina at Chapel Hill  
   720 Martin Luther King Jr. Blvd.  
   Campus Box # 1651  
   Chapel Hill, NC 27599-1651

14. **Entire Agreement.** This Agreement, and the attached exhibits and any Work Orders executed pursuant to this Agreement, represents the entire understanding between the Parties, and this Agreement supersedes all prior agreements, negotiations, understandings, representations, statements and writings between the parties.
relating thereto. Should the processing of this Agreement or the services contemplated under this Agreement require issuance of a purchase order or other contractual document of Company, all terms and conditions of said document are hereby deleted in their entirety and shall have no force or effect.

15. **Insurance.** Company represents that it has liability insurance adequate to cover any potential liabilities under this Agreement, such amount to be no less than One Million Dollars ($1,000,000) and will, upon University’s request, provide proof of such insurance.

16. **Miscellaneous.**

16.1. **Modification; Waiver.** No waiver, amendment, or modification of any of the terms of this Agreement shall be valid unless in writing and signed by duly authorized representatives of both Parties. Failure by either Party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

16.2. **Independent Contractor.** It is understood and agreed that University shall perform its duties as an independent contractor and not as an agent, employee, partner or joint venture of Company.

16.3. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party hereto. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

16.4. **Governing Law.** This Agreement shall be governed by the laws of North Carolina.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement on the dates set forth below, to be effective on the Effective Date set forth on the first page of this Agreement.

**COMPANY**

By: ______________________
Name: ____________________
Title: _____________________
Date: _____________________

**THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL**

By: ______________________
Name: ____________________
Title: _____________________
Date: _____________________
EXHIBIT A
RESEARCH CORE CENTER MASTER AGREEMENT
WORK ORDER #____ FORM

The University of North Carolina at Chapel Hill Agreement Number: __ - ____

Project Managers:

Company: ___________________  University: ___________________

Description of Services:

Deliverables:

Compensation and Reimbursement:

North Carolina Iran Divestment Act:

Sponsor represents and certifies that it is not on the Final Divestment List of entities that the North Carolina State Treasurer has determined engages in investment activities in Iran pursuant to N.C.G.S. 147-86.58 (“Final Divestment List”). Sponsor agrees that it shall not utilize on this Agreement any subcontractor that is identified on the North Carolina Final Divestment List. Notwithstanding the above, if Sponsor is a federal, state or local government entity or the amount of compensation provided under this Agreement is less than One Thousand ($1,000.00) US Dollars, this provision 14.12 shall not apply.

Project Period: Work Order Effective Date (defined below) through __________, 20__. 

[Signatures follow on next page]
This Work Order is executed by duly authorized officers below, shall be governed by the Research Recharge Center Master Agreement between the Parties dated __________, 20__ and is effective as of the date of full execution (“Work Order Effective Date”).

COMPANY

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

Acknowledged by University Project Manager:

In addition to acknowledging the terms of this Agreement, I additionally certify to the best of my knowledge and belief that the Services do not have a research component, that neither I nor any University personnel engaged in performance of the Services will perform any evaluation or interpretation of the Materials or Results, that I am not working as a consultant for Company, and that it is not likely that there will be any new knowledge, technologies, or intellectual property developed by University employees in the performance of the Services. If any of the statements in the previous sentence turn out to be incorrect, I will notify the University of North Carolina at Chapel Hill Office of University Counsel.

______________________ (sign)
______________________ (print)
______________________ (date)
EXHIBIT B
RESEARCH CORE CENTER MASTER AGREEMENT
WORK ORDER #1

The University of North Carolina at Chapel Hill Agreement Number: __ - ____

Project Managers:

Company: ___________________ University: ___________________

Description of Services:

Deliverables:

Compensation and Reimbursement:

North Carolina Iran Divestment Act:

Sponsor represents and certifies that it is not on the Final Divestment List of entities that the North Carolina State Treasurer has determined engages in investment activities in Iran pursuant to N.C.G.S. 147-86.58 (“Final Divestment List”). Sponsor agrees that it shall not utilize on this Agreement any subcontractor that is identified on the North Carolina Final Divestment List. Notwithstanding the above, if Sponsor is a federal, state or local government entity or the amount of compensation provided under this Agreement is less than One Thousand ($1,000.00) US Dollars, this provision 14.12 shall not apply.

Project Period: Work Order Effective Date (defined below) through __________, 20__. [Signatures follow on next page]
This Work Order is executed by duly authorized officers below, shall be governed by the Research Recharge Center Master Agreement between the Parties dated __________, and is effective as of the date of full execution (“Work Order Effective Date”).

COMPANY

By: ______________________
Name: ____________________
Title: _____________________
Date: _____________________

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

By: ______________________
Name: ____________________
Title: _____________________
Date: _____________________

Acknowledged by University Project Manager:

In addition to acknowledging the terms of this Agreement, I additionally certify to the best of my knowledge and belief that the Services do not have a research component, that neither I nor any University personnel engaged in performance of the Services will perform any evaluation or interpretation of the Results or Company’s Materials, that I am not working as a consultant for Company, and that it is not likely that there will be any new knowledge, technologies, or intellectual property developed by University employees in the performance of the Services.

______________________ (sign)
______________________ (print)
______________________ (date)