

The University of North Carolina at Chapel Hill

MLI Tissue Procurement and Cell Culture Core Facility
Marsico Lung Institute/CF Research & Treatment
Center 125 Mason Farm Road
Room 1119 Marsico Hall, CB
#7248 Chapel Hill, NC 27599-7248

Recharge Core Agreement

Client Name: _____ Client Contact: _____
Client Email: _____ Client Phone: _____
Client Address: _____
Send Invoice to: (if different from above): _____
Not to Exceed Cost: _____ Start Date: _____ End Date: _____
Client PO Number: _____

Description of Services: Provision of primary human airway and lung-derived cells, cell cultures, reagents, and customized growth and differentiation media, as described on the MLI Tissue Procurement and Cell Culture Core Facility's iLab website (<https://www.med.unc.edu/mlicellcore/services-2/>).

Terms and Conditions

- 1) Services.** The University of North Carolina at Chapel Hill ("University") possesses expertise, technologies, and equipment through its MLI Tissue Procurement and Cell Culture Core Facility ("Facility"). The Client has requested that the Facility perform the specific services described above (the "Services"). In consideration of the Client's payment to the Facility in accordance with the terms stated herein, the Facility shall perform the Services. The Client agrees to use all materials, data, and results provided under this Agreement solely for internal research and development purposes and shall not commercialize, monetize, or distribute such materials or results. The Client further certifies that it possesses all necessary rights to provide the Facility with any specimens or samples to be used in connection with the Services and agrees not to transfer materials produced by the Facility to any third party without the Facility's express written permission.
- 2) Reports.** Upon request, the Facility shall provide the Client with a report summarizing the data and results generated in the course of performing the Services. Such reports shall be treated as confidential in accordance with Section 3 below. The Client acknowledges that results of the Services which do not disclose the Client's Confidential Information may be published or otherwise disseminated by the University, provided such publication complies with the confidentiality obligations set forth in Section 3 of this Agreement.
- 3) Confidentiality.** Any confidential or proprietary information disclosed by the Client to the University ("Confidential Information") shall be provided in writing and clearly designated as confidential and/or proprietary. If such information is initially disclosed orally, it shall be confirmed in writing and designated as confidential and/or proprietary within thirty (30) days of disclosure. The University shall use the Client's Confidential Information solely for the purposes of performing the Services under this Agreement and shall not disclose or publish such information, except that these restrictions shall not apply to: (a) information that is or becomes publicly known through no breach of this Agreement by the University; (b) information received from a third party lawfully entitled to disclose it; (c) information already known to or independently developed by University personnel not having access to the Confidential Information, as demonstrated by written records; or (d) information required to be disclosed by law, regulation, or court order (including, but not limited to, the North Carolina Public Records Act). The University shall exercise a reasonable degree of care to prevent the inadvertent or unauthorized disclosure or use of the Client's Confidential Information. The confidentiality obligations in this Section shall remain in effect for three (3) years following the expiration or termination of this Agreement. For clarity, data and results generated in the course of the Services shall be considered Confidential Information only to the extent that they contain or directly reflect the Client's Confidential Information.
- 4) Intellectual Property.** It is not anticipated that intellectual property will arise in University's performance of the Services. However, in the event of an invention by at least one employee of University the intellectual property shall be owned as follows: a) Inventions which involve the use of, composition of, or improvement to Client-provided materials or information, or a derivative, analogue thereof shall belong to Client; and b) Inventions which cover a scientific or analytical measurement process, technique, procedure, medium, device or other process which is not unique to characterizing, testing, or fabricating Client's proprietary materials or does not derive from Client-provided materials or Client's Confidential Information shall be owned by University.
- 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 Agreement upon prior written notice to the other party. All reasonable costs and non-cancelable obligations incurred by University at the time of said termination shall be reimbursed by Client. At the request of Client, all unused Client-provided materials at the time of termination shall either be returned to Client or destroyed by University at the Client's expense.
- 7) **Independent Contractor.** In the performance of the Services, University shall be deemed to be and shall be an independent contractor.
- 8) **No Warranties and Indemnity.** University makes no warranties, express or implied, regarding the quality of product produced under this Agreement. University shall use its reasonable efforts to perform the Services. University does not warrant or guarantee any results from a given project. University shall not be liable for Client's use of the report or other information provided by University. To the extent permitted by law, Client shall indemnify and hold harmless University against any claims and costs (including attorney's fees) arising out of Client's commercial sale or distribution of products or processes developed under this Agreement.
- 9) **Export Control.** University will not accept export-controlled materials or technical information under this Agreement. Client hereby represents and warrants that materials and technical information provided to University do not require any license from the U.S. government before being exported.
- 10) **Hazardous Materials.** All materials provided by Client must be accompanied by the appropriate environmental and safety information for those materials as required by law.
- 11) **Payment Terms.** Net 45 days upon receipt of invoice. Checks shall be made payable to: University of North Carolina at Chapel Hill and sent to:

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 Tax ID 56-600-1393

12) **Entire Agreement.** This Agreement contains the entire agreement between the parties respecting the subject matter and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties on the subject of this Agreement. Should processing of this Agreement require issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in entirety. This Agreement 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.

By Authorized Official of
 The University of North Carolina at Chapel Hill

By Authorized Official of Client

By: _____

By: _____

Name: Diane Koltz

Name: _____

Title: Contracting Officer for UNC Chapel Hill

Title: _____

Date: _____

Date: _____