

**The University of Louisville Research Foundation, Inc.
Service Agreement**

This Agreement, made and entered into this day of , 20____, between the University of Louisville Research Foundation, Inc. (hereafter "ULRF") a Kentucky non-profit corporation having an office at MedCenter One, Suite 200, 501 E. Broadway, Louisville, Kentucky 40202-1798 as the agent of the University of Louisville (hereinafter "UofL") for receiving grants and research agreements from external funding sources and which owns and controls intellectual property on behalf of UofL (collectively "Institution"), and _____ (hereafter "COMPANY") having an office _____ witnesseth that:

WHEREAS, each party desires to enter into this Agreement for the benefits reasonably expected to be gained therefrom;

The parties hereto mutually agree as follows:

1. The ULRF shall provide the services described in the Statement of Work attached hereto as

Appendix "A" (the "Services") under the supervision of _____ ,
{Faculty Member Name} _____ (the
"Investigator") during the period from {Faculty Member's Department}

_____ to _____ (the "Contract Period").
{Start Date} {End Date}

2. COMPANY agrees to pay ULRF the total amount for services rendered under the Statement of Work. ULRF will invoice COMPANY in accordance with the schedule set forth in the Statement of Work in Appendix A. Any additional expenses other than those included in the Statement of Work that are incurred at the request of the COMPANY will be charged in addition to the above invoices. Said amount shall include the current Facilities and Administrative Costs ("indirect" or "overhead" costs.) (See the [Grants Management web site](#) for rate appropriate to the services being provided.) The COMPANY shall make payments by way of cheque made payable and addressed as follows:

3. ULRF reserves the right to suspend work on the Services or to terminate this Agreement by delivering notice of same to COMPANY if the COMPANY fails to pay an invoice within thirty days after the date of invoice. In the event of early termination of this Agreement by the COMPANY or due to a breach of this Agreement by the COMPANY, the COMPANY shall pay the ULRF for all work done on the Services to date, including any work in progress as at the receipt of the notice of such termination.

4. In providing the Services, the ULRF may utilize techniques, processes and/or tools which are proprietary to the ULRF. Notwithstanding anything else in this Agreement, the ULRF retains all right and title to same and any improvements and/or modifications thereto.

5. The COMPANY may provide the ULRF with access to intellectual property which is proprietary to the COMPANY (hereinafter "COMPANY INTELLECTUAL PROPERTY"). All rights and title to COMPANY INTELLECTUAL PROPERTY shall belong to COMPANY. If COMPANY will provide COMPANY INTELLECTUAL PROPERTY, check here _____ and attach list of COMPANY INTELLECTUAL PROPERTY as Appendix B.

6. Analytical and test results from the work performed under this Agreement shall be delivered by ULRF to COMPANY and become the property of the COMPANY, however, ULRF shall have the right to retain and use copies of said results for academic and research purposes.

7. ULRF shall use reasonable efforts to protect CONFIDENTIAL INFORMATION disclosed by COMPANY to ULRF. This obligation of confidentiality shall survive the termination of this Agreement and continue to be binding on the ULRF for a period of three years following said termination date. CONFIDENTIAL INFORMATION means any information provided by the COMPANY related to the Services. In order to constitute CONFIDENTIAL INFORMATION for the purposes of this AGREEMENT the COMPANY must clearly identify such information in writing as being confidential, or if the disclosure takes place orally, the COMPANY must summarize in writing and identify it as being confidential within 10 days of the disclosure. Any obligation to maintain the confidentiality of CONFIDENTIAL INFORMATION will not apply to information that:

- a) was possessed by the ULRF on a non-confidential basis prior to its receipt from the COMPANY;
- b) is or becomes available in the public domain by public, use, general knowledge or the like, other than through a breach of this Agreement;
- c) is obtained by the ULRF from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation to the COMPANY;
- d) is required by law, by order of a governmental authority or a court of competent jurisdiction to be disclosed;
- e) is independently developed by employees, agents or consultants of the ULRF who had no knowledge of or access to the CONFIDENTIAL INFORMATION; or
- f) is explicitly approved for release by written authorization of the COMPANY.

8. Notwithstanding anything to the contrary in this Agreement, the ULRF may disclose the identity of the COMPANY, the title of the Services, the name of the Investigator, the Contract Period, and the amount being paid by the COMPANY for the Services. Except as provided by the foregoing, neither party may use the name of the other party nor of any of their trustees, officers, employees, agents or students, in any advertising or publicity without the prior written consent of the other party.

9. This Agreement shall be deemed to have come into force upon the beginning of the CONTRACT PERIOD and shall continue in effect for the full duration of the CONTRACT PERIOD unless sooner terminated in accordance with the provisions of this Article. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other.

10. Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to termination hereof. The provisions of Articles 3, 4, 5, 6, 7, 11 and 12 shall survive such termination.

11. The COMPANY hereby indemnifies, holds harmless and defends the ULRF, UofL, the Investigator, and any of ULRF or UofL's faculty, students, employees, trustees, officers, affiliates or agents and their respective successors, heirs or assigns, including the Investigator (collectively the "INDEMNITEES") against any and all liability damage, loss, or expense incurred by or imposed upon the INDEMNITEES or any one of them in connection with any claims, suits, actions, demands or judgements arising out of the receipt or use by the COMPANY of any data or other results arising

from the Services or arising out of the use by the ULRF of the COMPANY INTELLECTUAL PROPERTY.

12. The COMPANY hereby assumes any risks of personal injury and property damage attributable to the negligent acts or omissions of COMPANY and any officers, employees and agents thereof.

13. Notice is sufficiently given if it is mailed, by certified or registered mail postage paid and addressed to the party at the address given below, or such other address as may hereafter be designated by notice in writing:

(a) in the case of ULRF:

University of Louisville Research Foundation, Inc.
Office of Industry Contracts
MedCenter One, Suite 200
501 E. Broadway
Louisville, Kentucky 40202-1798
Phone: (502) 852-8359 Fax: (502) 852-2590

(b) and, in the case of COMPANY:

14. In the event any part, section, clause, paragraph or subparagraph of this Agreement shall be held to be indefinite, invalid, illegal or otherwise voidable or unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

15. A waiver by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement.

16. No exercise of a specific right or remedy by any party precludes it from or prejudices it in exercising another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity.

17. For the purposes of this Agreement, the parties shall be independent contractors. Nothing contained herein shall be deemed or construed to create between the parties hereto a partnership or joint venture or the relationship of agent and principal.

18. This agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky without giving effect to conflict of laws provisions.

19. The appendices to this Agreement together with the terms and conditions contained in this Agreement constitute the entire understanding between the parties and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties. The appendices will be binding upon the parties hereto

except to the extent they may conflict with the terms and conditions contained within this Agreement, in which case the terms and conditions of this Agreement will govern.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those duly authorized officers this day and year first above written.

Signed for and on behalf of THE UNIVERSITY
OF LOUISVILLE RESEARCH FOUNDATION, INC.,

Signed for and on behalf of

by its duly authorized representative:

{COMPANY NAME}
by its duly authorized representative:

Signatory's Name

Signatory's Name

Printed Name

Printed Name

Title

Title

Date

Date

Investigator, while not a party to this Agreement, by his/her signature acknowledges that he/she: (1) has read and agrees to abide by the terms and conditions that apply to the Investigator, (2) agrees to conduct/perform the services as outlined in the Statement of Work, and (3) if applicable, will see that the work within the scope of this agreement is performed in accordance with an approved University/Institution management plan.¹

Investigator's Name: _____

Investigator's Signature: _____

Date: _____

¹ "**Management Plan**" means a written plan for the management, reduction or elimination of a potential financial conflict of interest relating to research. It relies upon, and is therefore limited by, good faith disclosures about significant financial interests made, and other information provided by, a covered individual to the University.

**APPENDIX A
Statement of Work**

Description of Services to be provided by ULRF

**APPENDIX B COMPANY
INTELLECTUAL PROPERTY**

List of Company Intellectual Property provided in conjunction with this Agreement.
(include if applicable)