

Valdosta State University Analytical Services Agreement

Client Name: _____

Billing Address: _____

Contact Person: _____

Telephone: _____

E-mail: _____

Contract Dates: _____ to _____

Total Cost (not to exceed): \$ _____

Terms & Conditions

1. **Statement of Work.** The Board of Regents of the University System of Georgia by and on behalf of Valdosta State University (VSU) will provide the analytical services indicated in the "Statement of Work" attached hereto.
2. **Payments.** VSU will invoice Client upon delivery of report(s) in accordance with the fee schedule in the "Statement of Work." Client will pay invoices in U.S. dollars within thirty (30) days of receipt in accordance with invoice instructions. Bank charges for processing payments by credit card or wire transfer are not included in this Agreement and will be billed to Client as an additional cost.
3. **Disclaimer of Warranty.** Client acknowledges that VSU is an academic institution and, as such, may utilize analytical methods that have not been accepted by standard setting organizations or certified by governmental agencies. RESULTS, REPORTS, DATA, AND DELIVERABLES ARE PROVIDED TO THE CLIENT AS IS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VSU SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES SUFFERED BY CLIENT AS A RESULT OF CLIENT'S USE OF PROJECT RESULTS, REPORTS, DATA, OR DELIVERABLES.
4. **Title to Equipment, Supplies, and Materials:** VSU shall retain title to any equipment, supplies, and materials purchased for use under this Agreement.
5. **Damage/Destruction/Theft of Equipment:** If Client rents sampling equipment from VSU, Client assumes full financial responsibility for damage, destruction, or theft of VSU's equipment while it is in Client's possession. Client will be billed for repair costs or, in the case of theft or destruction of the equipment, for the replacement cost of the equipment. Upon request, Client shall provide proof of insurance, with VSU named as an additional insured.
6. **Client's Confidential Information:** Should it be necessary for VSU to receive Client's Confidential Information (CI), Client agrees to state in writing at the time of delivery that such information is confidential, or if given orally, reduce it to writing, clearly marking it as "Confidential" within ten (10) days of the oral disclosure. VSU agrees to safeguard Client's CI to the same extent that it safeguards its own.
7. **Rights in Data.** Results, reports, data, and other deliverables developed under this Agreement are the property of Client. Client grants to VSU the right to use these materials for research and educational purposes subject to the provisions of Paragraph 6. Upon Client's written request, VSU will give Client thirty (30) days to review draft manuscripts for publication in academic journals or presentation at academic conferences to ensure non-disclosure of Client's CI.
8. **Intellectual Property:** Title to any invention or discovery made by VSU personnel during the fulfillment of this Agreement shall vest with VSU with Client having the first right to obtain a license under reasonable terms and conditions.
9. **Publicity:** Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written consent of the other. Client will not state or imply that VSU has tested or approved any product or process or drawn any conclusions about the data provided.
10. **Independent Contractor:** For the purposes of this Agreement, the parties are independent contractors and neither is an employee of the other.
11. **Termination:** This Agreement may be terminated in whole or in part for any reason by either party upon fifteen (15) days written notice to the other party. Client will compensate VSU for all work completed or in process through the termination date and for any uncancellable obligations.
12. **General:** This instrument contains the entire

agreement between the parties with respect to the subject matter hereof. If Client issues a purchase order to initiate the work, the terms of this agreement supersede the terms of the purchase order, Modifications to the terms of this Agreement are not valid unless made in writing and signed by authorized representatives of both parties. This Agreement is governed according to the laws of the State of Georgia.

For CLIENT:

For VALDOSTA STATE UNIVERSITY:

(Signature) (Date)

Ronald M. Zaccari, President (Date)

(Typed Name and Title)

Client P.O. Number: _____

Statement of Work

Description of Services to be Provided:

Use this space to describe the general nature of the work. Indicate which party will be responsible for sample collection and any sample shipping costs. Specify timelines for sample collection/delivery and reporting. Describe how data will be reported.

Fee Schedule:

	Analysis	Cost Each	Quantity	Extended Total
1.				\$0.00
2.				\$0.00
3.				\$0.00
4.				\$0.00
5.				\$0.00
6.				\$0.00
7.				\$0.00
8.				\$0.00
9.				\$0.00
10.				\$0.00
Subtotal:				\$0.00

Other Costs:

Item/Service <i>(equipment rental, shipping charges, data processing costs for reporting, etc.)</i>	Cost
Subtotal:	

TOTAL COST:	\$0.00
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Special Conditions: