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| **Vanderbilt University Research Core Agreement** |
| Vanderbilt | Purchaser |
| Name: Vanderbilt University (“Vanderbilt”)Address: Sponsored Programs Administration2301 Vanderbilt Place, PMB 407749Nashville, TN 37240-7749 | Institution: \*\*\* (“Purchaser”)Address: \*\*\* Address: \*\*\*Phone: \*\*\* |
| Core Unit Name: \*\*\* (“Core Unit”)Core Unit Director: \*\*\*Director Email: \*\*\*Director Phone: \*\*\*  | Send Invoice To: (If different than above.) Name: \*\*\*Address: \*\*\* \*\*\*  |
| **Payment Terms: Fees are due 30 days from receipt of Invoice. Make check payable to: Vanderbilt University.** **Send Payment to: Attn: Cathy Snyder, Vanderbilt University, PMB 401591, 2301 Vanderbilt Place, Nashville, TN 37240-1591.** |
| **1) Agreement:** Vanderbilt has acquired abilities and facilities to provide certain research materials and services (collectively, “Products”) related to measurement, analysis, synthesis, testing, fabrication and development in the above-referenced Core Unit as an integral part of fulfilling its role as a private nonprofit research university. Vanderbilt intends to sell Products to various constituencies on a limited noncommercial basis, in furtherance of its instructional, research and charitable missions. This Agreement (“Agreement”) sets forth the terms and conditions under which Vanderbilt sells its Products. Purchaser hereby agrees to be subject to this Agreement regardless of what method is used to submit its order to purchase Products. Should processing of any order require issuance of a purchase order or other contractual document from Purchaser, all terms and conditions of said document(s) are hereby deleted in their entirety. 1. **Product Description; Fees; Delivery and Taxes:** Product descriptions and fees shall be set forth in a related addendum (“Addendum”). Purchaser shall pay the fees specified in the Addendum, subject to agreed-upon adjustments when fees are estimated. During the term of this Agreement, fees are subject to change without notice. Purchaser shall be solely responsible for all delivery and handling charges, and for any applicable sales, use or similar taxes payable to governmental authorities. These charges will be added to Purchasers invoice. All amounts are due 30 days from receipt of invoice or be subject to late fees in the amount of 1.5% of all outstanding balances per month.
2. **Confidentiality:** “Confidential Information” means any Purchaser-provided non-public material, written information and data or non-written information and data. Confidential Information, if written, shall be marked at the time of disclosure to indicate that it is confidential, or if disclosed orally, shall be identified at the time of disclosure as confidential and be confirmed in writing within fifteen (15) days of such disclosure; provided however, that information that is of a nature that a reasonably prudent business person would understand it to be confidential shall be deemed confidential in the absence of such written confirmation. Vanderbilt agrees to use the same degree of care it uses to protect its own confidential information and to maintain as confidential for a period of three (3) years: a) the Confidential Information obtained from Purchaser pursuant to this Agreement; and b) any data and interpretation of such data derived from Confidential Information in producing the Products. If any Products are derived from Confidential Information, such Products shall be maintained as confidential in accordance with this Agreement. Vanderbilt’s obligations hereunder do not apply to information in the public domain, or that is independently known, obtained or developed by Vanderbilt.
3. **Publicity:** Acknowledgement of Vanderbilt’s provision of Products to Purchaser is encouraged and appreciated. Purchaser may acknowledge the provision of Products by the Core Unit in public statements, reports and other print and online publications, provided that the acknowledgement is in accordance with the suggested acknowledgement text set forth in the Addendum. Purchaser shall include in any publication that expresses a point of view the following disclaimer: “The views expressed are those of the author(s) and do not necessarily reflect the views of Vanderbilt University.” To assure that Vanderbilt and its Core Unit are portrayed accurately, any use of the Vanderbilt name in a manner significantly different than as contained in the suggested text in the Addendum is subject to prior written approval by Vanderbilt’s Director of Trademark Licensing.
4. **Term and Termination:** The term of this Agreement shall commence upon the date it is last signed by a party hereto, and shall continue for one (1) year unless terminated sooner. Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other. All reasonable costs and non-cancelable obligations incurred by Vanderbilt at the time of said termination shall be reimbursed by Purchaser. At the request of Purchaser, all unused Purchaser-provided materials shall either be destroyed by Vanderbilt or returned to Purchaser.
5. **Vanderbilt Status:** Vanderbilt shall be deemed to be and shall be an independent contractor under this Agreement.
6. **Limited Warranty:** Vanderbilt provides Products as a service to the research community. Vanderbilt makes no warranties REGARDING PRODUCTS, express or implied, including without limitation, warranties of non-infringement, merchantability or fitness for use or a particular purpose. If Vanderbilt includes a written certificate of analysis describing specific characteristics of material developed by Vanderbilt, Vanderbilt warrants only that such material meets the certificate of analysis when properly used and stored.
7. **Restrictions on Use and Transfer; Indemnity:** Products are for research use only and not for use in or with human subjects. Purchaser acknowledges and agrees that Vanderbilt does not comply with and Products will not be produced in accordance with requirements of 21 CFR Part 58, Good Laboratory Practice for Nonclinical Laboratory Studies. Products shall be used solely for teaching or non-commercial research purposes exclusively by Purchaser. Products shall not be resold, transferred or conveyed to any other party without Vanderbilt’s prior written consent. Purchaser agrees to indemnify and hold harmless Vanderbilt, its officers, employees and agents against any claims and costs (including counsel fees) arising out of Purchaser’s sale or distribution of Products or any commercial products or services developed in reliance on Products, and this indemnity obligation shall survive the expiration or termination of this Agreement.
8. **Remedies and Limitation of Liability:** In the event of material error by Vanderbilt in providing Products, Vanderbilt’s sole and exclusive liability to Purchaser and Purchaser’s sole and exclusive remedy for claims hereunder shall be replacement of non-conforming Products or refund of the related fees. IN NO EVENT WILL VANDERBILT BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR THEORY.
9. **Export Control:** Vanderbilt will not accept export-controlled materials or technical information under this Agreement. Purchaser warrants that materials and technical information provided to Vanderbilt are not subject to any restrictions under U.S. Export Control laws.
10. **Governing Law and Venue:** The Agreement shall be governed and construed according to laws of the State of Tennessee, without regard to its conflicts of law principles, and the venue for any action initiated in connection with this Agreement shall be in the state or federal courts in Nashville, Davidson County, Tennessee.
11. **Entire Agreement:** This Agreement and any related Addendum, which is hereby incorporated into this Agreement, contain the entire agreement between the parties respecting the subject matter hereof and supersede all previous negotiations, agreements and writings between the parties. This Agreement may not be amended in any manner except by a written instrument signed by authorized representatives of both parties, which expressly states that it is intended to amend this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.
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|  **By an Authorized Official of Vanderbilt University:**Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_Name: \*\*\* Title: \*\*\*  | **By an Authorized Official of Purchaser:**Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_Name: \*\*\* Title: \*\*\* |

VU Research Core Agreement (04.01.18)