

## FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date") by and between The Washington University, a corporation established by Act of the General Assembly of the State of Missouri approved February 22, 1853 and acts amendatory thereto ("WU"), and \_\_\_\_\_ ("Company").

### RECITALS

WHEREAS, \_\_\_\_\_ ("Employee") is a researcher and employee of Company;

WHEREAS, Company desires for Employee to access and use certain facilities and instruments that are owned and/or controlled by WU to perform research, as specifically described in **Schedule A** hereto (the "Purpose");

WHEREAS, Company desires to lease such WU facilities and instruments for the benefit of Company on a limited and temporary basis; and

WHEREAS, WU is willing to lease such WU facilities and instruments to Company, in accordance with the terms and conditions outlined below.

NOW THEREFORE, in consideration of the premises, covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. GRANT OF FACILITY LEASE.** WU hereby grants Company the right to allow Employee, and only Employee, to access and use a portion of WU's research facilities for the duration of the Term, as provided further herein and more particularly described below, solely for the Purpose:

A. Building/Site: Employee will be allowed to access and use the facility having the physical address listed in **Schedule A** hereto (the "Facility").

B. Instruments: Employee will be allowed to access and use the instruments that are located within the Facility and which are listed in **Schedule A** hereto (the "Instruments"). Employee shall not access or use any other instruments that may be found within or otherwise accessible within the Facility.

C. Fees: Company shall pay WU for Company's access to and use of the Facility and Instruments in accordance with **Schedule A** hereto.

**2. TERM.**

A. The term of this Agreement shall commence on the Effective Date and shall expire on the earlier of the Purpose being completed or one (1) month following the Effective Date, unless otherwise terminated earlier by WU as set forth in Section 2B below, or extended by mutual written agreement of Company and WU (the "Term").

B. WU shall have the unfettered right to terminate this Agreement for convenience by providing Company with at least five (5) business days prior written notice of such termination.

**3. FACILITY REPAIRS / INSTRUMENT AVAILABILITY.**

A. WU may make repairs or alterations to the Facility as deemed necessary without prior consent by Company. Should the performance of such repairs be expected to negatively impact Employee's access to the Facility, WU will inform Company about such repairs or alterations at least five (5) business days in advance and will make reasonable efforts to accomplish such repairs in a manner that is respectful of Company Facility usage requirements and plans.

B. WU may remove, replace, or modify the Instruments that are within the Facility, according to its sole and exclusive discretion. WU makes no representations or warranties regarding the availability, operability, or other features of the Instruments.

**4. RESPONSIBILITIES OF COMPANY.** Other than the Instruments provided by WU, Company will provide its own research equipment and all other research materials and reagents that are necessary to conduct Employee's research in accordance with the Purpose set forth in this Agreement.

**5. ACCESS TO FACILITY.** WU will provide Employee with a visitor badge and will arrange for such access to the Facility as is reasonably required for Employee to accomplish the Purpose. Use and access to the Facility and Instruments shall be at Company's and Employee's sole risk and expense.

**6. OWNERSHIP OF DATA / IP.**

A. Company shall own all right, title and interest in any data and/or intellectual property that Employee may create during Employee's access to and use of the Facility and Instruments, provided that such data and/or intellectual property are not created through the performance of research that is supported in whole, or in part, with funding or personnel that are provided or controlled by WU.

B. Company agrees that Employee will not participate in any research or other services using the Facility and/or Instruments that is supported in whole, or in part, with funding that is controlled by WU.

**7. CONFIDENTIALITY.**

A. "Confidential Information" is information, data, and materials that a party may access or obtain from the other party in connection with the performance of this Agreement.

B. Subject to Section 7(D) and for a period of five (5) years from the date of disclosure, a party that receives Confidential Information shall hold such Confidential Information in confidence, shall not disclose the Confidential Information to any third party without the express written permission of the other party, shall not use the Confidential Information other than in performing its obligations under this Agreement, and shall treat such Confidential Information with at least the same degree of care as it treats its own confidential information but not less than with a reasonable degree of care.

C. Confidential Information shall not include information that: (i) is already known to a receiving party prior to the Effective Date; (ii) becomes publicly known without the wrongful act or breach of this Agreement by a receiving party; (iii) has been or is disclosed to a receiving party by a third party who has the legal right to do so; (iv) is developed independently by employees of the receiving party who

had no access to or knowledge of the Confidential Information, as evidenced by that party's records; or (v) is approved for release by prior written authorization of the disclosing party.

D. Either party may disclose Confidential Information to third parties as required by law or governmental regulation, provided that such party shall promptly notify the other as soon as reasonably practical of such a requirement and shall take reasonable and lawful actions to avoid or minimize the extent of such disclosure if requested by the other party.

**8. DISCLAIMER AND LIMITATIONS:** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EVERYTHING PROVIDED BY WU UNDER THIS AGREEMENT, INCLUDING THE FACILITY AND INSTRUMENTS, ARE UNDERSTOOD TO BE EXPERIMENTAL IN NATURE, MAY HAVE HAZARDOUS PROPERTIES, AND IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. WU MAKES NO WARRANTIES REGARDING THE QUALITY, ACCURACY, OR UTILITY OR ANY OTHER ASPECT OF ITS PERFORMANCE PURSUANT TO THIS AGREEMENT OR ANYTHING PROVIDED BY WU UNDER THIS AGREEMENT. WITH THE EXCEPTION OF COMPANY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW, IN NO EVENT SHALL WU OR COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER IN BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9. INDEMNITY.**

A. Company agrees to defend, indemnify and hold harmless WU and its officers, trustees, employees, students, agents and successors and assigns from and against any and all claims, suits, damages, losses, liabilities or expenses (including but not limited to court costs, reasonable attorneys' fees, and expert witness fees and expenses) arising out of, relating to, or incidental to: (i) Company's breach of this Agreement, (ii) Company's and/or Employee's use or other exploitation of the Facilities and/or Instruments, (iii) any loss, damage, injury, or loss of life which results from use of the Facility and/or the Instruments by Company personnel, including without limitation any damage to the Instruments or Facility caused by Employee's use thereof, and/or (iv) Company's or Employee's negligence or willful misconduct.

B. The obligations set forth in this Section shall survive termination of this Agreement and shall not be limited by any provision of this Agreement outside this Section. In the event that WU seeks indemnification under this Agreement, WU shall: (i) give Company prompt written notice of the claim; (ii) cooperate with Company, at Company's expense, in connection with the defense and settlement of the claim; and (iii) not settle or compromise the claim without the written consent of Company, which shall not be unreasonably withheld.

**10. INSURANCE.**

A. Commercial General Liability. Company shall maintain commercial general liability insurance covering all operations and work by or on behalf of Employee on an occurrence basis against claims for bodily injury, death, occupational sickness or disease, personal injury and property damage (including resulting loss of use). Such insurance shall be written for not less than \$1,000,000.

B. Workers' Compensation/Employer Liability Insurance. Company shall maintain workers' compensation and employer's liability insurance complying with the statutory requirements of the State of Missouri.

**11. NAMES AND MARKS.** Neither party may use the trademarks or name of the other party or its employees for any commercial, advertisement, or promotional purposes without the prior written consent of the other, with each party acting through an authorized corporate officer. If either party is required by law, governmental regulation, or its own authorship or conflict of interest policies to disclose its relationship with the other party, including, but not limited to, in scientific publications or grant submissions, it shall provide the other party with a copy of the disclosure.

**12. POLICIES.** Company agrees that its authorized personnel who access the Facility pursuant to this Agreement, including Employee, will adhere to all WU policies which may be accessed through <http://www.wustl.edu/policies/>.

**13. MISCELLANEOUS.**

A. In performing their respective obligations under the Agreement, the parties will comply with United States export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or re-export of goods or services, including software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations, International Traffic in Arms Regulations, and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. WU is not transferring any information or material outside of the United States under this Agreement and is providing no representation regarding the export control status or classification of any information or materials provided hereunder.

B. This Agreement shall be governed by and construed in accordance with the laws of the State Missouri, without regard to its rules or procedures involving conflicts of laws. All actions relating to this Agreement shall be brought exclusively in the United States District Court for the Eastern District of Missouri or the Circuit Court of St. Louis County, Missouri, if no federal subject matter jurisdiction exists. The parties irrevocably waive all present and future objections to personal jurisdiction, forum or venue in such courts.

C. This Agreement embodies the entire understanding of the parties and supersedes all other past and present communications and agreements relating to the subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

D. Sections 6 – 9 shall survive the expiration or termination of this Agreement.

E. If any provision in this Agreement is held invalid, illegal, or unenforceable in any respect, such holding shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if it had never contained the invalid, illegal, or unenforceable provisions.

F. Neither WU nor Company will be liable for failure of or delay in performing obligations set forth in this Agreement, and neither will be deemed in breach of its obligations if such failure or delay is due to natural disasters or other causes reasonably beyond the control of a party and reasonable notice of the delay is provided to the other party.

G. Each party is an independent contractor and not a partner or agent of the other party. This Agreement will not be interpreted or construed as creating or evidencing any partnership or agency

between the parties or as imposing any partnership or agency obligation or liability upon either party. Further, neither party is authorized to, and will not, enter into or incur any agreement, contract, commitment, obligation or liability in the name of or otherwise on behalf of the other party.

H. Each party represents and warrants that it has the right and authority to enter into and perform its obligations under this Agreement. Each party will perform all of its obligations under this Agreement in accordance with all applicable governmental laws, rules and regulations. Neither party will be obligated to enter into any further agreement with the other party.

I. This Agreement is binding upon and inures to the benefit of the parties and their successors, but this Agreement may not be assigned by either party without the prior written consent of the other party.

J. Notices pursuant to this Agreement shall be to the following contacts and are effective when sent if sent by a commercial carrier's overnight delivery service or when received if sent otherwise:

**If to Employee:** [Enter Address]

**If to WU:**

Office of the Executive Vice Chancellor &  
General Counsel  
660 South Euclid  
Campus Box 8037  
St. Louis, MO 63110

K. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

*[The signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**Washington University in St. Louis**

Signed: \_\_\_\_\_

Name:

Title:

Date:

**[Company]**

Signed: \_\_\_\_\_

Name:

Title:

Date:

**Schedule A**

**Facility Use Agreement**

***Purpose***

- [Insert detailed description of research to be performed by Employee / Company]

***Facility***

- [Insert detailed address / location of facility]

***Instruments***

- [Insert detailed list of instruments that the Employee may use]

***Fees***

- [Insert fees to be paid by Company to WU]
- [Insert time at which such fees will be paid, e.g., upon execution of this Agreement, within 30 days thereafter, etc.]

## SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date") by and between The Washington University, a corporation established by Act of the General Assembly of the State of Missouri approved February 22, 1853 and acts amendatory thereto ("WU"), and \_\_\_\_\_ ("Company").

### RECITALS

WHEREAS, WU has facilities and expertise in technology relevant to the Services (as defined below); and

WHEREAS, Company wishes to have Services performed by WU for the benefit of Company.

NOW THEREFORE, in consideration of the premises, covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. SERVICES:

**A.** **Schedule A** describes the work to be performed under this Agreement (the "Services"), the performance schedule for the Services (the "Schedule"), how much and when Company is to pay for the Services (the "Payment"), what, if anything, Company is to provide to WU for WU to perform the Services (the "Company Property") and the deliverables WU is to provide to Company under this Agreement (the "Deliverables"). **Schedule A** is incorporated into and made a part of this Agreement.

**B.** WU shall use reasonable efforts to perform the Services in accordance with the Schedule in compliance with all federal and state statutes, regulations, and policies, to the extent applicable to the Services and to WU as a not-for-profit academic research and education provider, specifically including, without limitation, those regarding environmental and occupational health and safety as well as animal welfare. Company shall perform all its obligations under this Agreement in compliance with all applicable federal and state statutes, regulations and policies. Company shall use reasonable efforts to provide all Company Property to WU in accordance with the Schedule.

**2. PERSONNEL:** In the event that relevant WU personnel become unwilling or unable to continue the Services, WU or Company shall have the option to terminate this Agreement unless the Parties agree that mutually acceptable alternate WU personnel can be found in a reasonable period of time.

**3. OWNERSHIP OF DELIVERABLES:** Company owns, shall own and shall continue to own all right, title and interest in the Deliverables and Company Property, which includes all Confidential Information as defined below. Neither WU nor WU personnel shall acquire any rights of any kind in the Deliverables or Company Property as a result of performing the Services.

#### 4. CONFIDENTIALITY:

**A.** "Confidential Information" is information, data and materials (including Company Property) provided to WU by the Company to perform the Services. Both Parties agree that in order for written information to be Confidential Information, it must be delivered in written form clearly marked as "Confidential." All information disclosed in oral or some other non-written form must be declared at the time of delivery to be confidential and must be confirmed and summarized in writing and clearly marked as "Confidential" within thirty (30) days of disclosure to be Confidential Information. In recognition that WU is a non-commercial, academic institution,



Company agrees to limit disclosure of Confidential Information to only that reasonably necessary for WU to perform the Services.

**B.** Subject to Section 4(d) and for a period of five (5) years from the date of disclosure, WU shall hold such Confidential Information in confidence, shall not disclose the Confidential Information to any third party without the express written permission of Company, shall not use the Confidential Information other than in performing the Services, and shall treat such information with at least the same degree of care as it treats its own confidential information but not less than with a reasonable degree of care.

**C.** Notwithstanding Section 4(a), Confidential Information shall not include information that: (i) is already known to WU prior to the effective date, as evidenced by WU's or Company's records; (ii) becomes publicly known without the wrongful act or breach of this Agreement by WU; (iii) has been or is disclosed to WU by a third party who was not, or is not, under any obligation of confidence or secrecy to Company at the time said third party discloses to WU, or has the legal right to do so; (iv) is developed independently by employees of WU who had no access to or knowledge of the Confidential Information, as evidenced by WU's records; or (v) is approved for release by prior written authorization of Company.

**D.** WU may disclose Confidential Information to third parties as required by law or governmental regulation, however, WU shall promptly notify Company as soon as reasonably practical of such a requirement and shall take reasonable and lawful actions to avoid or minimize the extent of such disclosure if requested by Company, at Company's sole cost and expense, and in any event WU will disclose only that portion of the Confidential Information which its legal counsel determines it is required to disclose.

**5. PAYMENT:** Company shall make any and all Payments for the Services to WU in accordance with **Schedule A**. Except as specified in this Agreement, WU will receive no other payments or reimbursements from Company for or in connection with the Services. All Payments should be made payable to "The Washington University", referencing Agreement # \_\_\_\_\_ and sent to:

Attn: Accounting Department  
Office of Sponsored Research Services  
Washington University  
One Brookings Drive, CB1054  
St. Louis, MO 63130

**6. NAMES AND MARKS:** Neither Party may use the trademarks or name of the other Party or its employees for any commercial, advertisement, or promotional purposes without the prior written consent of the other, with WU acting through an authorized corporate officer.

**7. TERM and TERMINATION:** The term of this Agreement shall be from the Effective Date through the date of completion of the Services and provision of Deliverables to the Company, unless earlier terminated pursuant to this Section 7. In the event that either Party commits a material breach of or material default on any material term or condition of this Agreement and fails to remedy that breach or default within thirty (30) days after notice of the breach or default is sent by the other Party, the Party giving notice may at its option and in addition to other remedies that it may have at law or in equity terminate this Agreement by sending notice of termination in writing. Such termination is effective five business days after it is sent. In the event of any termination prior to completion of the Services, WU shall be paid for all work completed and all non-terminable obligations incurred through the effective date of termination.

**8. DISCLAIMER and LIMITATIONS:** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EVERYTHING PROVIDED BY WU UNDER THIS AGREEMENT IS UNDERSTOOD TO BE EXPERIMENTAL IN NATURE, MAY HAVE HAZARDOUS PROPERTIES, AND IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED,

INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD-PARTY PATENT, TRADEMARK, COPYRIGHT OR ANY OTHER THIRD-PARTY RIGHT. WU MAKES NO WARRANTIES REGARDING THE QUALITY, ACCURACY, COMMERCIAL VIABILITY OR ANY OTHER ASPECT OF ITS PERFORMANCE PURSUANT TO THIS AGREEMENT OR REGARDING THE PERFORMANCE, VALIDITY, SAFETY, EFFICACY OR COMMERCIAL VIABILITY OF ANYTHING PROVIDED BY WU UNDER THIS AGREEMENT. WITH THE EXCEPTION OF COMPANY'S INDEMNIFICATION OBLIGATIONS BELOW, IN NO EVENT SHALL WU OR COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER IN BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR COMPANY'S INDEMNIFICATION OBLIGATIONS BELOW, EACH OF WU'S AND COMPANY'S AGGREGATE LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL NOT EXCEED THE PAYMENTS MADE OR PAYMENTS DUE UNDER THIS AGREEMENT, RESPECTIVELY.

**9. INDEMNITY:** Company agrees to indemnify, defend and hold harmless WU and WU's personnel, principal investigator, faculty, staff, employees, students, directors, officers, agents, successors and assigns from any and all claims, allegations, liabilities, losses, damages, and fees (including attorney's fees), which arise from Company's breach of the Agreement, its use of the Deliverables, and/or its commercialization of the Deliverables, whether by or through Company. Company shall not settle a claim which admits fault on behalf of WU without WU's prior written consent.

**10. INSURANCE:** The parties shall obtain and maintain an adequate self-insurance or insurance program to protect against potential liabilities and risk, including coverage for the indemnity obligations herein.

**11. MISCELLANEOUS:**

**A.** In performing their respective obligations under the Agreement, the Parties will comply with United States export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or re-export of goods or services, including software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations, International Traffic in Arms Regulations, and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. WU is not transferring any information or material outside of the United States under this Agreement and is providing no representation regarding the export control status or classification of any information or materials provided hereunder.

**B.** This Agreement shall be governed by and construed in accordance with the laws of the State Missouri, without regard to its rules or procedures involving conflicts of laws. All actions relating to this Agreement shall be brought exclusively in the United States District Court for the Eastern District of Missouri or the Circuit Court of St. Louis County, Missouri, if no federal subject matter jurisdiction exists. The Parties irrevocably waive all present and future objections to personal jurisdiction, forum or venue in such courts.

**C.** This Agreement embodies the entire understanding of the parties and supersedes all other past and present communications and agreements relating to the subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

**D.** Each provision of this Agreement that would by its nature or terms survive, shall survive any termination or expiration of this Agreement, regardless of the cause. Such provisions include, without limitation, Sections 4, 5, 6, 7, 8, 9, and 10.

**E.** If any provision in this Agreement is held invalid, illegal, or unenforceable in any respect, such holding shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if it had never contained the invalid, illegal, or unenforceable provisions.

**F.** Neither WU nor Company will be liable for failure of or delay in performing obligations set forth in this Agreement, and neither will be deemed in breach of its obligations, other than for Payments, if such failure or delay is due to natural disasters or other causes reasonably beyond the control of a Party and reasonable notice of the delay is provided to the other Party.

**G.** Each party is an independent contractor and not a partner or agent of the other party. This Agreement will not be interpreted or construed as creating or evidencing any partnership or agency between the parties or as imposing any partnership or agency obligation or liability upon either party. Further, neither party is authorized to, and will not, enter into or incur any agreement, contract, commitment, obligation or liability in the name of or otherwise on behalf of the other party.

**H.** Each party represents and warrants that it has the right and authority to enter into and perform its obligations under this Agreement. Each party will perform all of its obligations under this Agreement in accordance with all applicable governmental laws, rules and regulations. Neither party will be obligated to enter into any further agreement with the other party.

**I.** The recitals and preamble to this Agreement, if any, are hereby incorporated as an integral part of this Agreement as if restated herein in full. Headings are included for convenience and reference only and are not incorporated as an integral part of this Agreement.

**J.** This Agreement is binding upon and inures to the benefit of the Parties and their successors, but this Agreement may not be assigned by either party without the prior written consent of the other party.

**K.** Company agrees that for all WU faculty or staff members who, currently or hereafter, serve Company in the capacity of consultant, officer, employee, board member, advisor, or otherwise through a personal relationship with Company (a "Consultant") (i) such Consultant shall serve the Company in his or her individual capacity, as an independent contractor, and not as an agent, employee or representative of WU; (ii) WU exercises no authority or control over such Consultant while acting in such capacity; (iii) WU receives no benefit from such activity; (iv) neither Company nor the Consultant may use WU resources in the course of such service; (v) WU makes no representations or warranties regarding such service and otherwise assumes no liability or obligation in connection with any such work or service undertaken by such Consultant; and (vi) any breach, error, or omission by a Consultant acting in the capacity set forth in this paragraph shall not be imputed or otherwise attributed to WU, and shall not constitute a breach of this Agreement by WU.

**L.** Notices pursuant to this Agreement shall be to the following contacts and are effective when sent if sent by a commercial carrier's overnight delivery service or when received if sent otherwise:

**If to Company:** NAME  
ADDRESS

**If to WU:** Office of Sponsored Research Services  
Washington University  
Attn: Director  
One Brookings Drive, CB1054  
St. Louis, MO 63130

**M.** This Agreement may be executed in any number of counterparts each of which shall be deemed an original and as executed shall constitute one agreement, binding on both parties, even though both parties do not sign the same counterpart.

*[The signature page follows]*

The signatures of the undersigned indicate that they have read, understand and agree with the terms of this Agreement and that they represent and warrant that they have the authority to execute this Agreement on behalf of their represented Party and to bind their Party to all the terms of this Agreement.

**Washington University in St. Louis**

Signed: \_\_\_\_\_

Name:

Title:

Date:

**[Company]**

Signed: \_\_\_\_\_

Name:

Title:

Schedule A

**Services Agreement**

**NOTE:** In a Service Agreement for which the total Payment does not exceed \$10,000, any request by the Company to modify or negotiate any portion of this Agreement shall incur a processing fee of One Thousand US Dollars (\$1,000.00) payable by the Company to the Office of Sponsored Research Services in addition to the Payment in this **Schedule A**.

**SERVICES** (Description of Services):

**SCHEDULE** (Performance Schedule of/Timeline for the Services):

**PAYMENT** (Price List or Payment Amount, Schedule and manner of Payment for the Services):

**COMPANY PROPERTY** (Company Material, including information, to be provided by Company):

**DELIVERABLES** (Deliverables/Results/Data, etc. WU is to provide to Company):