**OREGON STATE UNIVERSITY**

**TESTING SERVICES AGREEMENT**

This Agreement is entered between Oregon State University for its [DEPT] (“University”) and

 (“Purchaser”). All services are provided on the terms and conditions set forth in this Agreement.

WHEREAS, University Standard 580-40-00010 allows for University departments to engage in the sale of goods and services to non-University entities for fees when such services or goods are directly and substantially related to the mission of the University, which includes teaching, research, and public service.

NOW, THEREFORE, the University agrees to provide the services described herein to Purchaser under the terms and conditions set forth in this Agreement.

1. The Services: The University will perform the following testing services listed below.

Unit/ Department performing Test:

Fee No.

Fee Title/Test Name:

Banner Index:

Fee Rate: $ per unit

Quantity:

Total Cost: $

Unit/ Department performing Test:

Fee No.

Fee Title/Test Name:

Banner Index:

Fee Rate: $ per unit

Quantity:

Total Cost: $

Unit/ Department performing Test:

Fee No.

Fee Title/Test Name:

Banner Index:

Fee Rate: $ per unit

Quantity:

Total Cost: $

1. Fee Rate: Rates listed above are subject to change. Purchaser will be charged at the current published rate at the time the Agreement is fully signed or upon the date the Services are ordered, whichever occurs later. For current rates, refer to the University Fee Book found on-line at <https://fees.oregonstate.edu>.
2. Fixed Scope: The parties acknowledge that the University’s performance of work is limited to work within the scope described under the Fee listed in the University Fee Book. Any work beyond the scope provided in the description of the Fee cited above must be executed in a separate agreement.
3. Term: This Agreement shall be effective as of the date of the last signature and continue to [ ].
4. Payment: Purchaser agrees to pay the University an amount up to [$ ] for the work cited above. Payment for each test will be made either in advance of testing or upon invoice, as directed by Department performing test. Amounts unpaid after thirty (30) days from the date of the invoice will accrue interest at the rate of eight percent (8%) per annum until paid.
5. Intellectual Property: University has no interest in the deliverables provided under this Agreement. Deliverables shall be Purchaser’s property and shall be deemed to be trade secrets to the extent permitted by law.
6. Confidentiality: "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by Purchaser or non-written information and data disclosed by Purchaser that is identified at the time of Purchaser disclosure to the University as confidential and is reduced to writing and transmitted to the University within thirty (30) days of such non-written disclosure. University agrees to use the same degree of care it uses to protect its own confidential information. University's obligations hereunder do not apply to information in the public domain or independently known or obtained by University. The University’s obligations under this provision are subject to the Oregon Public Records Law, ORS 192.410 to 192.505.
7. Publicity: Neither party will use the name, service mark, trademark, or abbreviation thereof of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party.
8. Termination: Either party may terminate this Agreement upon written notice. All reasonable costs and non-cancelable obligations incurred by the University at the time of termination shall be reimbursed by Purchaser. At Purchasers request and expense, University will return to Purchaser or destroy all unused materials provided by Purchaser.
9. Independent Contractor: The parties are independent contractors and not partners, joint venturers, or principal and agent.
10. Liability: In no event will University be responsible for any damages or penalties resulting from University's testing services or reporting of results called for by this Agreement or from the use or distribution of the materials tested. Although University endeavors to provide accurate testing and reporting, the testing and reporting of results under this Agreement are provided by University without any warranty, express or implied, as to their accuracy. In no event will University be liable for any direct, indirect, special, punitive, or consequential damages resulting from the testing or reporting of test results under this Agreement. Purchaser agrees to indemnify and hold harmless University against any claims arising out of Purchaser’s use, sale, or distribution of materials tested under this Agreement and against any claims arising out of Purchaser’s breach of this Agreement.
11. Hazardous Material: Purchaser shall notify University prior to transferring products containing hazardous chemicals to which University employees may be exposed. A hazardous chemical is any chemical which is a physical hazard or health hazard pursuant to 19 CFR 1910.1200 and its appendices, as incorporated by OAR 437-002-0360. Upon such notification, Purchaser shall immediately provide Material Safety Data Sheets, as required.
12. Export Controls: Purchaser acknowledges that University may have students or employees who are foreign nationals who may be working with the materials, information or data Purchaser provides to University. Purchaser agrees to inform University, before providing any materials, information or data, whether it is subject to Export Administration Regulations or International Traffic in Arms Regulations and if so what Commerce Control List number(s) or U.S. Munitions List number(s) it is controlled under. University shall have the right to decline or limit the receipt or limit the receipt of such materials, information or data. Purchaser shall not disclose such materials, information or data until it has been notified by University that University has implemented a technology control plan for the materials, information or data.
13. Force Majeure: Neither University nor Purchaser shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of University or Purchaser, respectively.
14. General: This Agreement is non-assignable and non-transferrable.
15. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between University and Purchaser that arises out of or relates to performance of the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Benton County, for the State of Oregon.
16. Merger: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties. Any such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. Purchaser, by signature below of its authorized representative, acknowledges having read and understood this Agreement and Purchaser agrees to be bound by its terms and conditions.

**PURCHASER**

Telephone:

Fax:

Signature: Date:

Name and Title:

**UNIVERSITY**

Contracts Signature: Date:

 Contracts Officer

 Contract Services | PCMM | Business Affairs

Department Signature: Date:

Department Signature: Date:

 Business Center Manager