

UNIVERSITY SERVICES AGREEMENT
([Name of Contracting Party])

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), on behalf of its UC Davis Genome Center (the Facility) and [NAME OF CONTRACTING PARTY] (Requestor).

TERMS AND CONDITIONS

1. Services. The Facility shall provide sample analyses as more fully described in “Exhibit A”, attached hereto and incorporated herein. Additional work shall be performed only if authorized in advance by written amendment to this agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this agreement, this agreement shall take precedence. Requestor’s addendum or purchase order shall have no effect on the terms and conditions of this agreement.
2. Priority of University work. University work always has priority over work to be performed for non-University users.
3. Term. The term of this agreement shall be from [Begin Date] through [End Date].
4. Payment. Fees for services by Facility shall be based upon Facility’s most recent approved rates, available on the following website: <http://dnatech.genomecenter.ucdavis.edu/prices/>. University policy requires the Facility to recover the full cost of providing services; rates are reviewed regularly and are subject to change. Facility will provide the Requestor 30 days’ written notice of any proposed rate change and an option to amend or terminate the agreement. The total cost of services shall not exceed \$[Enter Dollar Value].

Requestor shall pay for services rendered within 30 days of Requestor’s receipt of University’s invoice; Facility reserves the right to suspend performance of services if Requestor fails to make payment in full within 60 days. In the event that this agreement is terminated, Requestor shall pay University for all services rendered up to the date of termination, regardless of the reason for termination.

5. Indemnification and Insurance. The parties shall defend, indemnify, and hold one another, their officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages arising out of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney’s fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.
 - 5.1. Evidence of Insurance. Upon University’s request, Requestor shall provide University written evidence of Requestor’s insurance coverage relevant to the presence or activity of Requestor, its officers, agents, and employees while in, on or about University property. In the event Requestor’s coverage is not acceptable to University, University shall have the right to immediately suspend services. If Requestor fails to provide acceptable insurance within 10 days after University’s written notice, University may terminate this agreement.
 - 5.2. Patent Infringement. Requestor shall indemnify University, its agents and employees, against all liability (including costs and expenses incurred) for use of any invention or discovery and for the infringement of any Letter Patent (not including liability arising pursuant to U.S. Code section 183, Title 35 (1952) prior to the issuance of Letters Patent) occurring during the

performance of this agreement and resulting from Requestor's request or instruction that the Facility utilize any device, method, or technique not normally utilized by the Facility.

6. Non-Liability of University.

6.1. Consequential Damages. University shall not be liable for any loss of profits, claims against Requestor by any third party, or consequential damages.

6.2. Delay/Desired Result. University shall incur no liability to Requestor or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.

6.3. Property Damage. University shall incur no liability to Requestor or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by Requestor or delivered to University by Requestor in connection with this agreement. Requestor accepts all liability for risk of loss to any and all such property.

6.4. Liability Limitation. University's liability for damages shall not exceed the total of all charges paid by Requestor.

7. Confidential Information. During the course of this agreement, Requestor may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, Requestor shall submit confirmation in writing within five days of such disclosure.

7.1. University's Obligation. University shall treat Requestor's Confidential Information in the same manner as University treats its own similar information. Upon Requestor's written request, University shall protect Requestor's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by Requestor. Should such protection occur, any related costs shall be borne by Requestor. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

7.2. Exempt Information. Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to Requestor that Confidential Information is being sought by a third party, to afford Requestor an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at Requestor's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon Requestor's request, University agrees to cease using all Confidential Information and to return it promptly to Requestor.

7.3. Time Limitation. University shall not divulge Requestor's Confidential Information for a period of three years following termination of this agreement, or earlier if Requestor makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.

7.4. Disposition of Confidential Information. Upon completion of services or termination of this agreement, by Requestor's written request, University shall return any Confidential

Information. Absent such request, Facility shall destroy or dispose of it according to its established procedures.

8. Disclaimer of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Shipment of Restricted Materials. In the event that Requestor will be providing materials to be sampled, assayed, or used by University in providing Services hereunder whose shipment would require authorization or permits from governmental authorities (including return of any such materials to Requestor following completion of Services or termination of this agreement), application for such authorization or permit shall be solely at Requestor's initiative, risk, cost, and expense.
10. Use of University's Name. Requestor shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
11. Termination. This agreement may be terminated by either party upon ten days written notice to the other party.
12. Notices. Notices shall be directed to the appropriate parties at the following addresses:
 - 12.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY	REQUESTOR
Business & Revenue Contracts	[Contact Name]
University of California, Davis	[Name of Requestor]
One Shields Avenue	[Address]
Davis, California 95616	[City, State Zip]
 - 12.2. Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed, or payment for services should be directed to the following addresses:

Lutz Froenicke
UC Davis Genome Center
One Shields Avenue
Davis, California 95616
Telephone: (530) 754-5281
E-Mail: lfroenicke@ucdavis.edu
13. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
14. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
15. Tobacco-free Campus. University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.
16. Governing Law. This agreement shall be construed pursuant to California law.

17. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.
18. Entire Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

REQUESTOR

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____

By: _____

Print name: _____

Kelly Gilmore
Associate Director
Procurement & Contracting Services
UC Davis

Title: _____

Date: _____

Date: _____