

The University of North Carolina at Charlotte
Service Agreement Number _____

This Agreement, made and entered into this _____ day of _____, 20____, between The University of North Carolina at Charlotte (hereinafter called CONTRACTOR) and _____ (hereinafter called SPONSOR), witnesseth that:

Whereas, each party desires to enter into this Agreement for the benefits reasonably expected to be gained there from;

The parties hereto mutually agree as follows:

1. Scope of Work

CONTRACTOR will use reasonable efforts to perform services as described in its proposal entitled " _____", dated _____, which is attached hereto as Attachment "A" and incorporated herein by reference.

2. Term of Service

It is understood and agreed that CONTRACTOR will use reasonable efforts to provide these services during the period _____ and _____, and that this Agreement is subject to renewal only upon the written mutual agreement of the parties.

3. Cost of Services

SPONSOR agrees to pay to CONTRACTOR the sum of _____ for these services. SPONSOR agrees to pay according to the following schedule:

[Fixed fee must have advanced payment upfront. Typically it's either:
25% at start, 50% at midway point, 25% upon completion of the project
or
1/3 up front, 1/3 midway, and 1/3 at final report.

Odd payment terms should be approved by OSP.]

CONTRACTOR will render invoices according to the above schedule.

Payments should be mailed to:

Deborah Fraser, Manager
Contracts & Grants Accountant
The University of North Carolina at Charlotte
9201 University City Boulevard, Reese Building
Charlotte, NC 28223

SPONSOR agrees to pay said invoices within 30 days. CONTRACTOR reserves the right to discontinue work if SPONSOR fails to pay invoices within the time herein specified.

4. Use of Names in Publicity

SPONSOR agrees that no advertising or publicity matter having or containing reference to CONTRACTOR will be disseminated without the prior written consent of CONTRACTOR.
(OMIT PARAGRAPH FIVE IF NO PROPRIETARY MATERIALS ARE INVOLVED.)
(ADD IP LANGUAGE IF NEEDED)

5. Confidentiality

It is agreed that **Subcontractor** or **Sponsor** may, from time to time, make available to the other party's employees or students confidential information. Confidential information means information disclosed to the other party's personnel which is designated by the disclosing party either orally or in writing as confidential information. Verbal notification as to the confidential nature of the information disclosed will be confirmed by written notice to the other party within 15 days of disclosure. Confidential information also includes information which becomes known to the other party's employees or students as a consequence of their involvement in research activities subject to the Agreement and not generally known, including, but not limited to, information relating to trade secrets or other proprietary information. It is further agreed that such confidential information disclosed to or obtained by the other party will be treated as confidential and that the other party's personnel will use all reasonable efforts to avoid, directly or indirectly, without the prior written consent of the disclosing party, developing, disclosing, offer to divulge, furnishing, or making known or accessible to anyone whatsoever for the use or benefit of anyone other than the disclosing party any such information. All records, in whatsoever form disclosed, containing such information or copies thereof shall be and remain the property of the disclosing party and shall be returned to that party upon request or at the termination of the Agreement for any reason. This confidentiality obligation shall survive termination of the Agreement for a period of five (5) years. The obligations of confidentiality and nondisclosure shall not apply to:

- a. Information which is or becomes public knowledge through no fault of the party to whom it was disclosed as confidential.
- b. Information disclosed to the receiving party by a third party entitled to disclose.
- c. Information already known to the receiving party or information independently developed by the receiving party without the assistance of the disclosing party's confidential information as evidenced by written records of the receiving party's personnel.
- d. Information which is required by law to be disclosed; provided that the receiving party will give the disclosing party reasonable notice of any such request prior to making the disclosure.

6. Publications

CONTRACTOR retains the rights to publish the results of any work carried out by CONTRACTOR'S faculty, staff or students. However, CONTRACTOR will not publish SPONSOR'S confidential information, as defined in N.C.G.S. 132-1.2, without SPONSOR'S written permission.

7. Warranties; Liability

CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER

WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE WORK OR ANY PRODUCT OR DELIVERABLE, TANGIBLE OR INTANGIBLE, DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SUCH PRODUCT OR DELIVERABLE. CONTRACTOR SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, OR OTHER DAMAGES SUFFERED BY SPONSOR OR BY ANY THIRD PARTY RESULTING FROM THE USE OF THE WORK PRODUCED BY CONTRACTOR UNDER THIS AGREEMENT.

8. Termination

Performance under this Agreement may be terminated by the SPONSOR upon thirty (30) days' written notice. Performance may be terminated by CONTRACTOR if circumstances beyond its control preclude continuation of the program. Upon termination by either party, CONTRACTOR will be reimbursed for all costs and non-cancellable commitments incurred in performance of the program prior to the date of termination in an amount not to exceed the total research commitment set forth in the above paragraph.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties. No other terms and conditions, be they consistent, inconsistent, or additional to those contained herein, shall be binding upon the CONTRACTOR, unless and until such terms and conditions have been specifically accepted in writing by both parties.

Any purchase order issued in connection with the contract shall be a fiscal control document only. The terms and conditions appearing in this Project Agreement contract shall supersede and replace any and all terms and conditions contained in such purchase order.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by these duly authorized officers this day and year first above written.

SPONSOR

THE UNIVERSITY OF NORTH
CAROLINA AT CHARLOTTE

CONTRACTOR

Authorized Signing Official

Authorized Signing Official

By _____

By _____

Title _____

Title _____

Date _____

Date _____

AMENDMENT I

To: Research Project Agreement Number _____
Title: “ _____ ”

Between: The University of North Carolina at Charlotte
And

This amendment provides for _____ as follows:

1. Scope of Work

CONTRACTOR will use reasonable efforts to perform services as described in its proposal entitled “ _____,” dated _____, which is attached hereto as Attachment "A" and incorporated herein by reference.

2. Term of Service

It is understood and agreed that CONTRACTOR will use reasonable efforts to provide these services during the period _____ and _____, and that this Agreement is subject to renewal only upon the written mutual agreement of the parties.

3. Cost of Services

SPONSOR agrees to pay to CONTRACTOR the sum of _____ for these services. SPONSOR agrees to pay according to the following schedule:

CONTRACTOR will render invoices according to the above schedule. Payments should be mailed to:

All other terms, conditions, and items of the contract remain unchanged.

SPONSOR

THE UNIVERSITY OF NORTH CAROLINA AT
CHARLOTTE

Authorized signing official
By: _____

Authorized signing official
By: _____

Title: _____

Title: _____

Date: _____

Date: _____