

**OREGON HEALTH & SCIENCE UNIVERSITY
CORE SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is between Oregon Health & Science University, an Oregon statutory public corporation (“OHSU”) and [NAME OF ENTITY], a(n) [ENTITY TYPE], located in [CITY, STATE] (“Customer”).

WHEREAS, Customer has requested that Multi-scale Microscopy Core at OHSU (“Core Lab”) conduct certain analysis or other services and Core Lab is willing to provide such services pursuant to the terms of this Agreement;

Now, therefore, the parties agree as follows:

1. Scope of Work. Core Lab agrees to perform the services set forth in Attachment A to this Agreement (the “Services”).
2. Consideration. Customer agrees to compensate Core Lab for the Services in accordance with the rates specified in Attachment A. Customer shall pay Core Lab within thirty (30) days of receipt of an invoice from OHSU. Customer shall make payments payable to “OHSU” tax identification number: 93-1176109.
3. Materials. If applicable, Customer will ship tangible research material(s) (“Research Material”) to OHSU to:

Attn: Claudia López Ph.D.
Multi-scale Microscopy Core (MMC)
Oregon Health & Science University
Collaborative Life Sciences Building
Mail Code: CL-P2M
2730 SW Moody Ave.
Portland, Oregon 97201

Customer shall be solely responsible for selecting the method of shipment and for the condition of any such Research Material upon its arrival at Core Lab.

4. Intellectual Property. The parties acknowledge that certain existing inventions and technologies may be the separate property of one party or the other, and that no existing intellectual property right of either party shall be affected by this Agreement. Except as expressly set forth herein, nothing in this agreement shall be construed as granting or implying any rights to either party pertaining to background intellectual property rights of the other party under any patents or intellectual property rights associated therewith.

5. Confidentiality. OHSU agrees that it will keep confidential all information labeled “confidential information” or “proprietary information” of Customer unless the information is: (a) or becomes publicly available through no fault of OHSU; (b) developed or possessed by OHSU prior to, or independent of, disclosure from Customer; (c) lawfully disclosed to OHSU on a non-confidential basis by a person or entity that is not bound by a duty of confidentiality known to OHSU; (d) approved for release by written authorization of Customer; (e) required to be disclosed by law, including Oregon Public Records Law (ORS 192), or regulation, or pursuant to a valid court order, subpoena, or document issued by an agency with authority to compel such disclosure.

5. Disclaimer of Warranties. **SERVICES, DATA AND MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND ARE WITHOUT WARRANTY OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, INCLUDING ACCURACY, OR REGARDING RESULTS OBTAINED (INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INACCURATE, INVALID OR INCOMPLETE RESULTS), WHETHER ARISING FROM A STATUTE OR OTHERWISE, IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE.**

THE ENTIRE LIABILITY OF OHSU, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS FOR ANY BREACH OF THE AGREEMENT, OR ANY CAUSE OF ACTION OF ANY NATURE (INCLUDING WITHOUT LIMITATION, TORT OR PRODUCTS LIABILITY) AND THE EXCLUSIVE REMEDY AGAINST OHSU, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIMITED TO AN AMOUNT WHICH IS EQUAL TO THE AMOUNT ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT. IN NO EVENT SHALL OHSU OR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY PUNITIVE DAMAGES OR LOSSES.

6. Standards. Customer acknowledges that the Services are not performed under Good Laboratory Practices as that term is defined by federal regulations.

7. Customer Use of OHSU Equipment/Facilities. If Customer, its employees, agents or subcontractors obtains access to OHSU facilities, Customer agrees as follows:

(a) Customer accepts complete liability for the acts, omissions and negligence of Customer and its employees and agents while present on any OHSU facilities.

(b) Customer agrees that all Customer staff having access to any OHSU facility shall comply with all applicable OHSU policies. Customer and its employees or agents shall have the right to use only those facilities of OHSU that are necessary to perform the Services and shall have no right of access to any other facility of OHSU. OHSU shall have no responsibility for the loss, theft, disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of Customer or its employees, subcontractors or agents that may be stored, or located on OHSU premises. Customer shall be responsible for obtaining export licenses prior to the use of OHSU export-controlled data, equipment or software by foreign persons.

8. Compliance with Laws. Customer shall comply with all applicable laws, rules and regulations applicable to the work to be performed under this Agreement, including all export control laws and shall do nothing to cause OHSU to violate any such laws, rules and/or regulations.

9. Termination. This Contract may be terminated at any time by mutual consent of both parties or by either Party, at its discretion, upon thirty (30) days written notice. In addition, OHSU may terminate this Contract effective upon delivery of written notice to Customer if: (a) Federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable; (b) Customer becomes insolvent, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or (c) Customer is in breach of its obligations under this Agreement. The rights and remedies provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10. Governing Law/Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Oregon, without regard to conflicts of laws rules. All disputes shall be resolved by a court of competent jurisdiction in the Multnomah County, Oregon.

11. Merger. This Agreement, including all attachments referenced herein, which are fully incorporated by reference, constitute the entire agreement among the parties to the exclusion of any other documents and may not be modified except by a document signed by all of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

OREGON HEALTH & SCIENCE UNIVERSITY an Oregon public corporation	[CUSTOMER NAME]
By: _____	By: _____
Its: _____	Its: _____

ATTACHMENT A SCOPE OF SERVICES

Questions or concerns pertaining to the Core Service Agreement should be addressed to Claudia López (lopezcl@ohsu.edu). Please email a copy of this signed Agreement and a PO to Claudia Lopez to initiate use of the MMC. Once these 2 documents are received, they will be processed at OHSU, copies will be returned to the user institution and services can be scheduled. To assist external user institutions initiate a PO, the OHSU W9 form is found on our website www.ohsu.edu/mmc under “Services” and “External Customers Sample Submission Form”.

Current pricing is online (www.ohsu.edu/mmc under “Services”). The PO should not be itemized, but list a total dollar amount to be used in the near term; as services are provided they will be charged to the PO. Costs charged depend on the project, and will include consultation time, imaging time, and materials /supplies that are used (such as grids, holders, etc.).

Prospective users must submit a Services - Sample Submission Form to initiate microscope services, scheduling and access (www.ohsu.edu/mmc under “Services” and “External Customers Sample Submission Form”). Information entered on the form will include: type / number of samples, imaging requested and PO #. Alternately, prospective users may submit a Training - Project Information Form to schedule a consultation and/or training. The training schedule will depend on the microscope to be used. Users may not operate the microscope independently until they have been approved by MMC staff. Access to some of the instruments is limited because of heavy usage. An MMC scientist will then contact the user to confirm the services requested and, if relevant, the shipment date (user will provide tracking information of the shipment). Once the samples are received, an MMC scientist will schedule the project and identify any billable materials that will be utilized.

After imaging, samples will be discarded and the data generated will be transferred to the user. Any data in temporary MMC storage may be deleted after **2 weeks** without further notification.

MMC policies and rates are subject to change.

If MMC services are used to generate data for a publication, we ask that you please acknowledge the MMC (as below), and send a copy of the final publication (poster/paper) to MMC@ohsu.edu:

"Microscopy was performed at the Multi-scale Microscopy Core (MMC) at Oregon Health & Science University (OHSU) with technical support from the OHSU-FEI Living Lab and the OHSU Center for Spatial Systems Biomedicine (OCSSB)".