

## SERVICE CENTER AGREEMENT: COMMERCIAL

[This agreement is used for providing services to for-profit entities (i.e. will not be working in the facility).]

This Service Center Agreement ("Agreement") is effective as of \_\_\_\_\_ ("Effective Date") between The Board of Trustees of the Leland Stanford Junior University on behalf of Stanford University ("Stanford") and its **Cell Sciences Imaging Facility (CSIF)** service center ("Center"), and \_\_\_\_\_ ("Company").

1. Company may transfer to Stanford tangible research material for use under this Agreement ("Research Material"). The Research Material will be used by Stanford at Center solely to perform the services under this Agreement ("Services").

3. Research Material and Confidential Research Information furnished by Company under this Agreement is and shall remain the property of Company.

4. To the extent permitted by law, Stanford agrees to treat in confidence, for a period of three (3) years from the date of this Agreement, confidential information disclosed by Company in written or tangible form or, if orally disclosed, confirmed in writing by Company to Stanford within thirty (30) days of disclosure and identified as confidential by Company (hereafter "Confidential Research Information"). Company agrees to limit disclosures of Confidential Research Information solely to information necessary to perform the Services. Confidential Research Information does not include information that (a) was previously known to Stanford, (b) becomes publicly available through no breach of this Agreement by Stanford, (c) is disclosed to Stanford by a third party without knowledge of origination in Company or obligation of confidence, (d) is independently generated by Stanford without the use of Confidential Research Information of the Company, or (e) is required to be disclosed by law or court order. Stanford agrees that the Confidential Research Information will not be transferred or disclosed to any person except its employees as necessary for the Services, without the prior written authorization of Company.

5. Check applicable boxes:

- Services do not involve human or animal subject research under this Agreement.
- Human or animal subject research will be performed under this Agreement.
- Services do not involve research with biohazardous material under this Agreement.
- Biohazardous research material will be provided to Center under this Agreement.

Services may NOT proceed until Center receives documentation from Stanford's IRB or IACUC or Environmental Health and Safety office, as applicable.

6. Center will invoice Company for Services and Company will pay invoices within thirty (30) days of receipt.

7. Stanford provides company the rights granted in this agreement "AS IS" and WITH ALL FAULTS. All data and materials, including but not limited to, cell lines and genetically modified mice, are provided as a service to the scientific research community. Stanford does not guarantee any particular research results, outcome, or specific yield. STANFORD MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. Among other things, Stanford disclaims any express or implied warranty: (i) of merchantability or of fitness for a particular purpose, (ii) of non-infringement, or (iii) arising out of any course of dealing. Company hereby acknowledges that the services provided by Center are of an experimental and exploratory nature and that no particular results or outcome can be guaranteed.

7. COMPANY AGREES IT WILL NOT USE MATERIALS PROVIDED BY CENTER, OR CREATED AT CENTER, IN HUMAN SUBJECTS OR FOR DIAGNOSTIC PURPOSES INVOLVING HUMAN OR ANIMAL SUBJECTS.

8. Center does not conduct studies intended to support applications for research or marketing permits for FDA-regulated products (as described in Title 21, Code of Federal Regulations (CFR) Part 58-Good Laboratory Practice (GLP) or 21 CFR Part 210-Current Good Manufacturing Practice (GMP)).

9. Company shall indemnify, defend and hold harmless Stanford and its trustees, officers, faculty, employees, representative, agents, students and volunteer from any loss, claim, damage, or liability of whatsoever kind or nature related to this Agreement (“Claims”), including Claims related to Company’s use of results from Center services.

10. Stanford is not liable for any special, consequential, lost profit, expectations, punitive or other indirect damages in connection with any Claim arising out of or related to this Agreement.

11. Company acknowledges that Center is an open laboratory for fundamental research that has many foreign persons as its employees and students. Company understands and agrees that under no circumstances will Company provide export control-listed items, or unpublished software source code or technical information in the form of defense articles or technical data regulated by the International Traffic in Arms Regulations (ITAR), to Center. Use of Center or facilities for activity subject to the ITAR, including the development, assembly or fabrication of defense articles identified on the US Munitions List, is prohibited.

12. This Agreement will be construed in accordance with and governed by the laws of the State of California, without regard to conflict of law rules.

13. The parties to this Agreement agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used.

14. If work done at Center provides data used in a publication, Center should be acknowledged as “**Cell Sciences Imaging Facility (CSIF)**” in the publication. Further, if Center staff provide significant experimental design, data interpretation, or other intellectual contribution, it is expected that these individuals will be coauthors on the publication. Acknowledgement of Center efforts is crucial to support grant proposals and enable compliance with reporting requirements.

Agreed:

COMPANY \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STANFORD CENTER Acknowledgment:

Center: **Cell Science Imaging Facility**

By: \_\_\_\_\_

Print Name: Jon Mulholland

Title: Director