



LINUS PAULING INSTITUTE AT OREGON STATE UNIVERSITY TESTING SERVICES AGREEMENT

This Agreement is entered into between the State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University, the Linus Pauling Institute ("LPI") and **Company Name and address** (Purchaser"). All services are provided on the terms and conditions set forth in this Agreement.

1. Purpose: The LPI will perform the following testing service **_____** further described as External Fees at <http://osufees.bus.oregonstate.edu>. LPI and Purchaser may determine additional tests and quantities under this agreement, which are described as External Fees.
2. Term: This Agreement shall be effective as of the date of the last signature and continue for a period of **x weeks/months/years**.
3. Payment: Purchaser agrees to pay the LPI \$**_____**, for the initial test. Payment for the initial test and each additional test will be made either in advance of testing or upon invoice, as directed by the LPI. 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.
4. Not for Diagnostic Use: Purchaser agrees that the testing performed by LPI is for research purposes only and is not intended, and will not be used, for purposes of medical diagnosis.
5. 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. Specifically, and without limitation, Purchaser agrees not to advertise or promote Purchaser's material or product as having been tested at LPI or to assert that testing at LPI demonstrates or suggests any conclusions or characteristics regarding Submitter's sample, material, or product.
6. Termination: Either party may terminate this Agreement upon written notice. All reasonable costs and non-cancelable obligations incurred by the LPI at the time of termination shall be reimbursed by Purchaser. At Purchaser's request and expense, LPI will return to Purchaser or destroy all unused materials provided by Purchaser.
7. Independent Contractor: The parties are independent contractors and not partners, joint venturers, or principal and agent.
8. Liability: In no event will LPI be responsible for any damages or penalties resulting from LPI's testing services or reporting of results called for by this Agreement or from the use or distribution of the materials tested. Although LPI endeavors to provide accurate testing and reporting, the testing and reporting of results under this Agreement are provided by LPI without any warranty, express or implied, as to their accuracy. In no event will LPI 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 LPI 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.

9. Hazardous Material: Purchaser shall notify LPI prior to transferring products containing hazardous chemicals to which LPI 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.
10. Export Controls: Purchaser acknowledges that LPI may have students or employees who are foreign nationals who may be working with the materials, information or data Purchaser provides to LPI. Purchaser agrees to inform LPI, 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. LPI 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 LPI that LPI has implemented a technology control plan for the materials, information or data.
11. Force Majeure: Neither LPI 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 LPI or Purchaser, respectively.
12. General: This Agreement is non-assignable and non-transferrable.
13. This agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between LPI 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 Marion County, for the State of Oregon.
14. 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.

Authorized Representative of Purchaser

LPI

Signature Date

Prof. Balz Frei Date
Director

Printed Name / Title

Contact phone / email