Reset Form

CORNELL UNIVERSITY
ROUTINE PRODUCT TESTING AGREEMENT

Cornell University ("Cornell")	**Material/Product Supplier ("Client")**
Principal Investigator ("Investigator"):	Client Company:
Department: Address:	Client Contact: Address:
Phone: Email:	Phone: Email:

Payment to be made in full upon execution of this Agreement*. Make checks payable to Cornell University. Return signed agreement with check to Investigator	Term (not to exceed 1 year):	Testing Fee (not to exceed $100,000 USD):

The Routine Product Testing Agreement may not be used if any research compliance approvals are needed to perform the work. If animals, human participants, recombinant DNA, certain transgenic plants and industrial hemp, biohazardous material, select agents, controlled substances or similarly regulated materials for which Cornell provides oversight will be used in a project, the work must be performed under a sponsored agreement.

Terms and Conditions

1. Client Obligations:
   a. Client will provide detailed testing methodologies, standards, protocols, work plans and other instruction(s) or direction(s), including Safety Data Sheets (SDS) or other product or material handling information ("Testing Instructions") for the performance of the testing described in Schedule A. Both Client and Cornell must agree to any changes to the Testing Instructions in writing.
   b. Client will transfer testing material ("Material") to Cornell. Client must designate in Schedule A whether unused Material is to be returned or destroyed upon termination of this Agreement. Client is responsible for all shipping costs, including return shipments or costs for disposal of material.
   c. Client will pay the Testing Fee described in Schedule A in full upon execution of this Agreement.
   d. Client is solely responsible for carrying any insurance covering the Material. Client assumes all risk of loss to the Material.

2. Cornell Obligations:
   a. Cornell will use the Material only in accordance with Client's Testing Instructions.
   b. Cornell will use reasonable efforts to perform the testing in accordance with applicable laws and University policies, and will document the results of the testing in a formal written Report. The Report shall consist of raw data, measurements and any other quantitative and/or qualitative findings made during the testing. The Report specifically excludes any consultative recommendations or analysis of the meaning or potential application of the findings. If Client desires analysis of test results or further investigative or consultative work by Cornell, Client may contact the Office of Sponsored Programs to initiate a sponsored research agreement.
   c. Cornell will provide Client a copy of the Report as the sole deliverable under this Agreement.
   d. Cornell will destroy and/or return any unused Material in accordance with Client's disposition instructions in Schedule A.

3. Intellectual Property. Client is the sole owner of the Material, testing data, and the Report. Client grants Cornell a license to use the Report for purposes set forth in section 5 (Publications).

4. Confidential Information. Client Material, the Report, and nonpublic information provided by Client that is designated in writing as confidential shall be deemed "Client Confidential Information" for the purposes of this Agreement. Cornell shall treat Client Confidential Information with the same degree of care that Cornell exercises in protecting its own confidential information. This obligation shall extend for a period of ( ) months (note: enter number of months; not to exceed 36) following the End Date in Schedule A, or the termination date of this Agreement, if sooner. Client Confidential Information shall not include information that is in the public domain at the time of disclosure, that is independently developed by Cornell (other than the Report), or that is obtained by Cornell from other sources without an obligation of confidentiality to Client. In the event that Cornell is required by law to disclose any Client Confidential Information, Cornell will provide Client with reasonably prompt notice thereof so that Client may seek a protective order or other appropriate remedy.

5. Publication. Cornell may use the testing data and/or the Report in its research and educational programs once the confidentiality obligation noted above has expired.

6. Export Control. Cornell does not accept Materials that are export-controlled under this Agreement. Client warrants that neither the Materials nor any other information that Client provides to Cornell are subject to United States Export Control licensing laws and regulations.

7. Use of Name. Neither Party (College and Client signatories on p.2) shall use this Agreement or the name of the other party for endorsement, advertising, news release, or in any other manner without the prior written approval of the other Party.

8. NO WARRANTIES. CORNELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING (WITHOUT LIMITATION) TO ANY WARRANTIES RELATED TO THE

MARKETABILITY, USE OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE REPORT. THE REPORT AND ALL TESTING DATA AND RESULTS ARE DELIVERED "AS-IS."

9. Limitation of Liability. Cornell will not be responsible for any damage to the Material, regardless of cause. Any other liability of Cornell arising out of or related to this Agreement shall be limited to an amount not in excess of the Testing Fee paid by Client. Neither Party shall be liable to the other for any incidental, special or consequential or punitive damages of any nature, including but not limited to loss of anticipated profits or other economic loss in connection with this Agreement, even if notified of the possibility of such damages.

10. Indemnification. Client shall indemnify and hold harmless Cornell, its officers, agents and employees from any claim, liability, loss or damage (including court costs and reasonable attorneys' fees) attributable in whole or in part to (1) Cornell's use or destruction of the Material consistent with Client's instructions and the terms of this Agreement; and (2) use of or reliance upon the Report and/or the testing results by Client or Client's licensees or customers.

11. Termination. Either Party may terminate this Agreement at any time without cause by providing thirty (30) days prior written notice to the other Party. If the Agreement is terminated prior to completion of the testing, then (1) Cornell shall reimburse Client for any unspent and/or uncommitted funds incurred prior to the date of termination; (2) Cornell shall follow Client's instructions for the return or destruction of any unused Material; and (3) Cornell shall provide a summary of the testing results up to the date of termination.

12. No Assignment. Neither Party shall assign its rights or obligations hereunder to a third party without the prior written consent of the other Party.

13. Survival. The provisions of Sections 3, 4, 5, 7, 8, 9, 10, and 11 of this Agreement shall survive any expiration or sooner termination thereof.

14. Governing Law. The laws of the State of New York, without reference to choice of law principles, shall apply to all disputes arising under the Agreement, and any and all claims or actions of any nature arising out of this Agreement shall be brought in the courts of Tompkins County, New York.

15. Entire Agreement. This Agreement is the complete Agreement between the Client and Cornell and supersedes all prior understandings regarding the Protocol described in Schedule A of this Agreement. In the event of conflicting terms, the terms of this Agreement supersede any terms included in Schedule A, any other Exhibit to this Agreement or any other general terms and conditions included in any quotation, invoice, internet link, purchase order or other documentation shared between the Parties. No modification of this Agreement shall be valid unless in writing, with the express written consent of each Party.

On behalf of Cornell University	On behalf of [Client Name]
College Signature Date	Authorized Client Signature Date
Name:	Name:
Title:	Title:

Schedule A
Testing

Include:

I. Project Summary:

a. Project Name:
b. Project Description:

c. Project Start Date: End Date:
d. Testing Fee: $
e. Project Locations:

II. Payment: In consideration for performance of the Testing, Client shall pay University the Testing Fee upon execution of this agreement.

Client will submit Testing Fee (in U.S. Dollars) to Cornell at the following address:

Address

Testing will not begin until the Testing Fee has been received in full by Cornell.

III. Materials Transferred for Purposes of This Agreement:

a. Client is transferring the following Materials:

b. Specifications for Material disposition or return:

IV. Protocol (Please describe fully below. Attach Exhibits only as needed).

V. Data/Reporting

VI. Attachments: Exhibits