University of South Carolina

FIXED PRICE

RESEARCH SERVICES AGREEMENT

This Agreement is made between the University of South Carolina (herein “USC”), 1600 Hampton Street, Suite 414, Columbia, SC 29208, and [Insert Name of Company and Address] (herein “Sponsor”).

The Sponsor desires to provide financial support for research services which are of mutual interest to USC and to Sponsor. The details of the Project are attached and incorporated by reference.



**1.** **PROJECT TITLE**

[Details are given in appendix A.]

**2.** **PERSONNEL & FACILITIES**

USC has the personnel and facilities necessary to carry out the Project.

Principal Investigator for the Project is:

**3. PROJECT PERIOD**

The project begins on [Date] and ends on [Date].

**4. FINANCIAL SUPPORT**

For support of the project sponsor agrees to provide the sum of $ U.S. Dollars. Payment of $ is due upon execution of this agreement. Thereafter, payment of $\_\_is due at the beginning of each month beginning within 1 month after award.

Sponsor’s billing address:

**5. PAYMENTS**

Checks should be made payable to USC and sent to University of South Carolina, Contract and Grant Accounting, 1600 Hampton Street, Room 612, Columbia, SC 29208.

**6. TECHNICAL REPORTS/DATA**

USC agrees to furnish, through the Principal Investigator, to the Sponsor: (i) technical reports, data and other research deliverables, as outlined in Appendix A, and (ii) a final report. All reports, data and research deliverables are the property of the Sponsor. USC reserves the right to use reports, data and deliverables for research and educational purposes subject to the confidentiality provisions of Article 11.

**7. PROTOCOLS**

The Project is for the analysis of a material, product or device. The Sponsor will provide the material, product, or device to be analyzed along with the complete Protocol (Appendix B) for the analysis. The Principal Investigator will follow all aspects of the Protocol.

**8. EQUIPMENT**

USC retains title to any equipment purchased for this Project with funds provided by Sponsor.

**UNIVERSITY OF SOUTH CAROLINA**

By:

 [type USC authority here]

 [type title here]

Date:

**9. INTELLECTUAL PROPERTY**

Any invention made strictly following the protocol or which read upon rights of patents owned by or assigned to the Sponsor will be the property of the Sponsor. All other inventions will belong to USC with Sponsor having the first right to obtain a license under reasonable terms and conditions.

**10. PUBLICATION RIGHTS**

The data from the analysis will not be published without written permission of the Sponsor. Other aspects of the Project may be published and will include credit to the Sponsor for support of the Project.

**11. SPONSOR CONFIDENTIAL/PROPRIETARY INFORMATION**

Should it be necessary for Project personnel to receive Sponsor Confidential/Proprietary Information, Sponsor agrees to state in writing at the time of delivery that such information is confidential or proprietary, or if given orally, reduce to writing, clearly marked as confidential or proprietary within 10 days of the oral disclosure. USC agrees to safeguard Sponsor confidential/proprietary material to the same extent it safeguards its own.

**12.** **DISCLAIMER OF WARRANTY**

 THE PROJECT RESULTS, REPORTS, DATA, AND DELIVERABLES

 ARE PROVIDED TO THE SPONSOR “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES SUFFERED BY SPONSOR AS A RESULT OF SPONSOR’S USE OF PROJECT RESULTS, REPORTS, DATA OR DELIVERABLES.

**13. PUBLICITY**

The parties will not use the name of the other or the other’s project staff in any publicity, advertising, or news release without the prior written consent of the other. Sponsor will not state or imply that USC has tested or approved any product or process.

**14. COMPLETION**

USC will use its reasonable efforts to complete the Project on time and in accordance with Appendix A. Because of the nature of this work USC does not guarantee Project completion within the Project Period. USC is not obligated to spend more on the Project than funds provided by the Sponsor for the Project.

**15. GENERAL**

This instrument contains the entire Agreement between the parties with respect to the subject matter hereof. If Sponsor issues a purchase order to initiate the Project, the terms of this Agreement supersede the terms of the purchase order. Modifications to the terms of this Agreement are not valid unless made in writing and signed by authorized representatives of the parties. This Agreement is governed according to the laws of the state of South Carolina.

 **[SPONSOR NAME]**

By:

 [type sponsor authority here]

 [type title here]

Date: