

**University of Maine**  
**Agreement for Services**  
May 16, 2019

This agreement is made between the University of Maine System, a body politic and corporate and an instrumentality and agency of the State of Maine, acting through the University of Maine's Department of Industrial Cooperation (*hereinafter UMAINE*) and Company Name (*hereinafter COMPANY*) concerning the contractual use of services, facilities and equipment at UMAINE under the following mutually agreed upon terms and conditions.

**1. Scope of Work**

UMAINE will provide the following services for COMPANY:

**2. Duration**

It is anticipated that the project will be completed during the period of enter start to enter stop.

**3. Project Personnel**

Name from UMAINE

Name from the COMPANY will serve as technical contact.

**4. Costs**

The total cost of the project is estimated to be \$enter amount. This figure includes all charges for labor, supplies, analytical tests, equipment and lab use and indirect charges. UMAINE will seek the approval of COMPANY for any additional work or tests. Any additional work or tests will be quoted as costs in addition to the base quote above.

**5. Billing**

COMPANY will be invoiced for the project costs as follows:

50% - \$enter amount upon signing this agreement.

25% - \$enter amount to be billed Enter date halfway through project

25% - \$enter amount to be billed Enter End Billing Date

**6. Other**

UMAINE shall retain title to any equipment/materials/supplies purchased with funds provided by COMPANY under this agreement.

**7. Publicity**

COMPANY will not use the name of UMAINE, nor any member of UMAINE staff, in any publicity, advertising or news release without prior approval of UMAINE. UMAINE will not use the name of COMPANY in any publicity without prior approval of COMPANY.

**8. Publications**

UMAINE shall reserve the right to publish findings of this project. COMPANY will be furnished copies of all proposed publications or presentations and will be given ninety days (90) to review publications.

**9. Intellectual Property**

There is no expectation of inventions arising from the services proposed under this agreement. However, in the event inventions are made, all rights to inventions, improvements and/or discoveries, whether patentable or copyrightable or not, made by the employees of UMAINE belong to the UMAINE. All rights to inventions, improvements and/or discoveries, whether patentable or copyrightable or not, made by the employees of COMPANY belong to the COMPANY. Joint inventions shall be jointly owned by the parties.

**10. Grant of Rights**

In the event that intellectual property is developed wholly or jointly by UMaine with Company as a result of this project, UMAINE grants COMPANY the first option, for consideration to obtain, an exclusive license to its rights under the IP, with right to sub-license on terms and conditions to be mutually agreed upon. The option shall extend for a time period of one year from the date of termination of this agreement.

**11. Export Control**

COMPANY acknowledges that UMAINE has many foreign national personnel, employees and students

working on site, and that UMAINE intends to conduct activities defined as "fundamental research" without restrictions placed on foreign national participation and/or access to research results. Therefore, COMPANY agrees not to direct UMAINE staff to generate export-controlled data or create or develop any export controlled item pursuant to any research activity intended under this Agreement.

With respect to export controlled research or non-research work which the COMPANY intends to personally conduct at a UMAINE facility or in the case of non-research work to be conducted by UMAINE facility personnel on COMPANY's behalf, and, in the event that COMPANY intends to provide and/or bring export controlled items (data, tools, materials and/or other items) to the UMAINE Facility, COMPANY agrees to notify UMAINE Facility personnel at least thirty [30] days in advance of such intention to provide such controlled items so as to enable UMAINE facility staff to asses and address export control requirements accordingly.

In certain cases, UMAINE reserves the right to decline acceptance of such items where it is determined that UMAINE facility personnel would in fact be engaged in export control research and/or cannot accommodate the necessary export control requirements associated with the activity. Where export control requirements can be met, UMAINE facility staff will brief COMPANY on the facility's specific requirements and logistics for which COMPANY would be responsible while working at or with UMAINE facility personnel. In this case, COMPANY shall sign an Acknowledgement of Understanding setting forth the specific requirements that COMPANY will be responsible for.

**12. Warranty**

UMAINE warrants that best efforts will be used to perform the described services. However, except as provided in the immediately preceding sentence, UMAINE MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE TESTING SERVICES AND DATA, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

**13. Limitation of Liability**

UMAINE shall not be liable for, and COMPANY hereby agrees to indemnify, defend, and hold harmless and will forever discharge UMAINE, its agents, officers, assistants and employees thereof either in their individual capacities or by reason of their relationship to UMAINE and its successors, in respect to any expense, claim, liability, loss or damage (including any incidental, special, or consequential damage) either direct or indirect, whether incurred, made or suffered by COMPANY or by third parties, in connection with or in any way arising out of the furnishing performance or use of testing services or data.

**14. Termination**

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon receipt of such notice from COMPANY, UMAINE shall take the necessary action to cancel outstanding purchase orders and other commitments relating to the work under this Agreement. COMPANY is responsible to pay for costs and non-cancelable commitments incurred prior to the specified date of termination.

Agreed to and accepted by:


For COMPANY:



Signed: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Address: 

Phone:   
Fax: 

For UMAINE:

Signed: \_\_\_\_\_

Name: James S. Ward IV

Title: Vice President of Innovation and Economic Development

Date: \_\_\_\_\_

Address: 5717 Corbett Hall, Room 430

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