**SERVICES AGREEMENT WITH**

**MICHIGAN STATE UNIVERSITY**

1. **Purpose**. Michigan State University (hereinafter “MSU) will perform the services and provide the deliverables described in Exhibit A.
2. **Payment**. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Company”) agrees to pay a fixed price total of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ first due upon signing,
3. **Confidentiality**. “Confidential Information” means any materials, written information, and data marked “Confidential” that Company provides. If Company provides material verbally that Company wants treated as confidential, Company will write down that information, mark it as Confidential, and forward it to MSU within 30 days of first sharing the information. Confidential Information does not include information in the public domain, or independently known, or obtained by MSU or disclosure is required by law or court order. MSU agrees to treat Confidential Information with the same degree of care that it uses to protect its own confidential information, and, to the extent allowed by law, keep the Confidential Information confidential for a period of three (3) years from the termination date of this agreement. Notwithstanding the aforementioned, MSU shall be permitted to publish the name of the Company, the title of the Project, the Contract Period, and the amount of funding of the Project in a manner consistent with MSU policy and State and Federal law.
4. **Intellectual Property**. Any intellectual property Company provides to MSU will remain Company’s intellectual property. Any intellectual property that MSU provides to the project will remain the intellectual property of MSU. Any copyrighted deliverables provided to Company under this agreement will be considered Works for Hire and become Company’s property upon payment in full.
5. **Export Control**. Company will not provide any export controlled data or materials to MSU without MSU agreeing in writing in advance.
6. **Termination**. Either Company or MSU may terminate this agreement by giving 10 days written notice to the other. Company will pay all reasonable costs and non-cancelable obligations incurred by MSU at the time of the termination. At Company’s request and expense, MSU will return to Company or destroy all unused material provided by Company.
7. **Independent Contractor**. MSU is an independent contractor providing testing services to Company. Company and MSU do not have the relationship of partners, joint venturers, principals or agents.
8. **Liability**. IN NO EVENT WILL MSU BE RESPONSIBLE FOR ANY DAMAGES OR PENALTIES RESULTING FROM MSU’S FAILURE TO PROVIDE, OR DELAY IN PROVIDING, THE TESTING SERVICES OR DELIVERABLES. IF A SERVICE OR DELIVERABLE IS FOUND, WITHIN SIX MONTHS OF INVOICE, TO BE SUBSTANTIALLY DEFECTIVE, MSU WILL CORRECT THE DEFECTIVE PORTION OF THE SERVICE OR DELIVERABLE AT NO COST TO COMPANY. THIS IS COMPANY’S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT. THE TESTING SERVICES AND DELIVERABLES ARE PROVIDED “AS IS” AND MSU EXPRESSLY DISCLAIMS ANY WARRANTIES EXISTING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, THOSE WHICH ARE EXPRESS OR IMPLIED, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MSU BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, NOR WILL THE MSU’S AGGREGATE LIABILITY TO COMPANY EVER EXCEED THE AMOUNT PAID BY COMPANY UNDER THIS AGREEMENT.
9. **Conditions Beyond Control**. Company and/or MSU will be excused from the obligations of this agreement if the performance is delayed or prevented by circumstances (except financial) reasonably beyond control, including, but not limited to, by fire, lack of water, labor or materials, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport or furnish facilities for transportation, as a result of some order, requisition or necessity of government, mechanical breakdown, plant shut down, and unavailability of raw materials.
10. **General**. This agreement is non-assignable and non-transferable. The State of Michigan’s laws apply to this agreement, excluding its choice of law provisions. This agreement, with its Exhibit A, is the entire agreement between the parties and can only be modified in a written change signed by both Company and MSU. For clarity, any invoice, purchase order, or similar document issued by either party in support of the project shall be for administrative convenience only, and shall not alter or supplement the terms of this Agreement.

**MICHIGAN STATE UNIVERSITY {COMPANY}\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

**EXHIBIT A- STATEMENT OF WORK**

**Put in the Who, What, Where, When, How**

**Then put in the How much.**