

**Center for Microbial Systems Molecular Biology Lab  
University of Michigan**

SERVICE AGREEMENT

This Service Agreement ("SA") is for use when The Regents of the University of Michigan ("UM") acting through the Center for Microbial Systems Molecular Biology Lab (MSMBL) is providing any of the services set forth in the Schedule(s) of Services, a copy (or copies, as applicable) of which is attached hereto as Exhibit A for the party signing this Service Agreement (hereinafter "Customer"). It will become effective between UM and Customer on the date that the Customer executes this unmodified SA. By its authorized signature below, Customer hereby agrees to the following terms and conditions:

1. Customer may transfer tangible research material(s) ("Research Material") to UM for use under this Agreement. If applicable, Customer will ship the Research Material to:

The University of Michigan  
Center for Microbial Systems MSMBL  
1150 W. Medical Center Dr.  
Room 1500 MSRB1  
Ann Arbor, MI 48109  
Attn: Judy Opp

2. The Research Material will be used by UM at MSMBL solely to perform the services designated in Exhibit A to this Agreement, the contents of which are expressly incorporated herein. All services performed hereunder shall utilize only methodologies that are published or otherwise in the public domain.

3. Research Material and Confidential Research Information (described below) furnished by Customer under this Agreement is and shall remain the sole and exclusive property of Customer. This Agreement and supply of such Research Material by Customer shall not be deemed to grant UM any rights, expressed or implied, in such Research Material.

4. To the extent permitted by law, except as provided below, UM agrees to treat in confidence, for a period of three (3) years from the date of this SA, any and all confidential information disclosed by Customer in written or tangible form or, if orally disclosed, confirmed in writing by Customer to UM within thirty (30) days of disclosure and identified as confidential by Customer (hereafter "Confidential Research Information"). Confidential Research Information does not include information that (a) was previously known to the UM, (b) becomes publicly available through no breach of this Agreement by UM, (c) is disclosed to UM by a third party without knowledge of origination in Customer or obligation of confidence, (d) is independently generated by UM without the use of Confidential

Research Information of the Customer, or (e) is required to be disclosed by law or court order. UM agrees that the Confidential Research Information or Customer will not be transferred or otherwise disclosed to any person except its employees to whom disclosures or transfer is necessary for the purpose described in paragraph 2 above and who have agreed to protect confidential information as set forth in this agreement, without the prior written authorization of Customer. UM agrees to treat such Confidential Research Information with the same degree of care it gives its own confidential information.

5. The services designated in **Exhibit A** shall be provided in exchange for consideration in accordance with the rates established in Exhibit A and any subsequent updates of Exhibit A. Customer shall make payments payable to "The Regents of the University of Michigan" tax identification number 38-6006309. **PLEASE NOTE: A valid Purchase Order or other written request issued by Customer must be received by the MSMBL prior to the commencement of performance of services hereunder.** The MSMBL requires hard copy of any applicable Purchase Order or other written request. The amount specified in the Purchase Order or written request must be sufficient to cover the total cost of the services requested. Notwithstanding any terms and conditions to the contrary contained on any such Purchase Order or other written request, this Service Agreement constitutes the entire agreement of the parties and all terms and conditions contained on any such Purchase Order form or other written request issued pursuant to this Agreement are null and void. **ANY DATA AND MATERIALS, INCLUDING BUT NOT LIMITED TO, CELL LINES AND GENETICALLY MODIFIED MICE, ARE PROVIDED AS A SERVICE TO THE SCIENTIFIC RESEARCH COMMUNITY, THE SERVICES (DATA AND MATERIALS) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY OR REPRESENTATION IS MADE REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF THE MATERIALS AND DATA PROVIDED.** UM makes no representation that the Customer's use of the Research Material or results generated hereunder will not infringe any patent or proprietary rights of third parties.

6. Customer acknowledges that the Services are not performed under Good Laboratory Practices as that term is defined by federal regulations. Except to the extent permitted by law, Customer hereby assumes all risk associated with (i) the provision of Research Material (s), if any, to UM, (ii) performance of Services by UM and (iii) use of results of said Services by Customer and those obtaining such results from Customer. The parties hereby agree that with respect to any Service performed under this Agreement, the liability of UM under this Agreement is limited to the value of such Service performed as set forth in Exhibit A.

7. Customer shall comply with all applicable laws, rules and regulations applicable to the jurisdiction where the Research Materials and results of Services are in use,

including all export and import laws and shall do nothing to cause The Regents of the University of Michigan to violate any such laws, rules and/or regulations.

8. The SA constitutes the entire agreement among the parties to the exclusion of any other documents issued hereunder relating to the Research Material, the services to be rendered by UM and the Confidential Research Information to be disclosed, if any, and may not be modified except by a document signed by all of the parties.

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**AGREED TO BY CUSTOMER:**

Customer's Legal Name:

Company/Institution/Organization Legal Name:

Signature (by Authorized Official of Customer:

Typed Name:

Title:

Date:

Customer's Investigator:

Name:

Address:

City:

State:

Zip:

Phone #:

Customer's Shipping "FROM" Address:

Address:

City:

State:

Zip:

Phone #:

Fax #:

Customer's Business/Invoicing Address:

Address:

City:

State:

Zip:

Phone #:

Fax #: