

## SERVICE CONTRACT

Between

and

Enter Organization Name

**Yale University on behalf of its W.M. Keck Biotechnology Resource Laboratory**

This Contract ("Contract") is made effective Start Date (the "Effective Date") by and between Yale University on behalf of its School of Medicine, with an office at Office of Sponsored Projects, 25 Science Park, 3<sup>rd</sup> Floor, 150 Munson Street, New Haven, CT 06511-3572, a non-profit corporation organized and existing under and by virtue of a special charter granted by the General Assembly of the Colony and State of Connecticut ("YALE") and Organization Name, Enter Description and Location ("Organization").

1. **BACKGROUND.** ORGANIZATION is engaged in TYPE research for which TYPE services are required (the "Studies"). The Studies will be conducted under the direction of Name of PI from other from ORGANIZATION ("ORGANIZATION Principal Investigator"). YALE has the resources and technically qualified staff to perform the Services required (as defined in Section 2 hereof).
2. **DESCRIPTION OF SERVICES.** YALE will provide to ORGANIZATION the services set forth in this Contract as described in further detail in Exhibit A, attached hereto (collectively, the "Services"). In performing the Services under this Contract, YALE shall:
  - Description of what YALE will be responsible for including seeking/maintaining regulatory approvals if applicable.
3. **STUDY COMPOUNDS.** ORGANIZATION will supply "Study Compounds" to include, as appropriate, including Enter Information , to Yale for performance of the Services. ORGANIZATION will provide Yale with procedures and warnings necessarily known to help assure the safe handling and use of the Study Compounds, including a Material Safety Data Sheet. Yale shall accept each Study Compound with the understanding that its hazardous and toxicological properties may not have been completely investigated and therefore are unknown. Yale will handle the Study Compounds accordingly and will promptly inform ORGANIZATION, in writing, of any adverse effects experienced by persons handling the Study Compounds.

The Study Compounds will be used by Yale for the sole purpose of performing the Services. Yale shall not manufacture, import, sell or offer to sell the Study Compounds. Yale shall not use the Study Compounds in any biological assays (enzymatic or cell-based), in humans or in contact with any cells or other materials to be infused into humans.

4. **PAYMENT FOR SERVICES.** In consideration for these Services, ORGANIZATION will pay YALE at the rates stated in Exhibit A. YALE will invoice ORGANIZATION for Services performed as described in the Description of Services on a monthly basis. Invoices should be sent to the address identified in Exhibit A. ORGANIZATION will pay approved invoices promptly on a monthly basis.
5. **TERM AND TERMINATION.** This Contract shall be effective as of the Effective Date and will terminate automatically on Initial End Date. Either party may terminate at any time, for any reason, upon ninety (90) days advance written notice. In addition to any and all rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including, without limitation, failure to make monetary payment when due), the other party may terminate the Contract by providing written notice of termination to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The defaulting party shall have thirty (30) days from receipt of such notice to cure the default(s). Unless waived by the party providing notice, the failure to cure the default (s) within such time period shall result in the automatic termination of this Contract. Termination for material breach will be effective from date of notice to the defaulting party and shall not affect any of the non-defaulting party's other rights under this Contract.
6. **CONTRACT EXTENSION.** ORGANIZATION has the option, upon written notice to Yale prior to Annual End Date of each year, to extend this Contract for up to four (4) additional twelve month periods under the terms described herein and the payment terms described in Exhibit A, plus annual COLA increases. Any additional changes, modifications or amendments to this Contract shall be in writing signed by an authorized representative of each party.
7. **NOTICES.** Any notices given under this Contract shall be in writing and shall be deemed delivered when sent by first-class mail, postage prepaid, addressed to the parties as follows (or at such other addresses as the parties may notify each other in writing):

Organization	W.M. Keck Technology Resource
Address	Laboratory; Yale University School
Address	of Medicine
Address	300 George Street
	P.O. Box 201/Keck
	New Haven, CT 06511
	Phone: 203-735-3345
Attn: Name	Email: <a href="mailto:janlee.castro@yale.edu">janlee.castro@yale.edu</a>
Title	<b>With a copy to</b> <a href="mailto:gcat4@yale.edu">gcat4@yale.edu</a>
	Yale Univ. Office Sponsored Projects
	P.O. Box 208327, New Haven CT
	06520-8327

8. **CONFIDENTIALITY.** All non-public and proprietary scientific, business or financial information disclosed by either party to the other party in connection with the performance of the Services hereunder shall be treated as “Confidential Information” throughout the term hereof. Confidential Information shall include information that has been reduced to writing and marked “Confidential,” or, if disclosed orally, has been reduced to writing and marked “Confidential” within thirty (30) days of oral disclosure. Each party will use reasonable efforts to safeguard the confidentiality of the other party’s Confidential Information, and will require its employees, students and associates to adhere to such obligation of confidentiality. The receiving party shall not disclose Confidential Information to any third party, or use it for any purpose other than as described herein, including as necessary to perform the Services hereunder, unless the disclosing party agrees otherwise in writing. This obligation will not apply to information which:

- (a) is or becomes publicly known through no fault or omission attributable to the receiving party or available from other sources who are not under a confidentiality obligation to the source of the information;
- (b) is rightfully given to the receiving party by a third party without a confidentiality obligation to the disclosing party;
- (c) is already known by or available to the receiving party without a confidentiality obligation;
- (d) is independently developed by the receiving party without the aid, application or use of such Confidential Information; or
- (e) relates to potential hazards or cautionary warnings associated with the performance of the Services or is required to be disclosed by law.

Upon termination of this Contract, each party shall return or destroy, at the other party’s direction, any and all Confidential Information created or received as a result of this Contract; provided, however, that each party may retain a single copy of the Confidential Information for the purpose of complying with paragraph 8(e) and for determining its continuing obligations under this Contract. This provision will continue to be in effect for a period of seven (7) years following the termination of this Contract.

9. **OWNERSHIP OF DELIVERABLES.** Neither party shall, by virtue of this Contract, acquire rights to inventions, copyrights, technical information, or tangible property concurrently created or acquired outside of this Contract or that are owned by the other party prior to entering into this Contract. All scans, scan data and other deliverables developed in accordance with Exhibit A and developed in connection with the Services to be performed hereunder (collectively, the “Deliverables”) will be the exclusive property of ORGANIZATION. Upon request, YALE will execute all documents reasonably necessary to confirm the exclusive ownership of ORGANIZATION of the Deliverables.

**10. INDEMNIFICATION.** ORGANIZATION hereby indemnifies YALE, its officers, agents, employees and students from and against any and all liability, claims, or expenses resulting from ORGANIZATION use of the rights granted herein or the services, data, or other results performed or provided by Yale hereunder.

**11. NO WARRANTIES.** YALE MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE RESULTS OF THE SERVICES OR ANY INVENTIONS OR PRODUCT, TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS CONTRACT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESULTS OF THE SERVICES OR OF ANY SUCH INVENTION OR PRODUCT. Neither party shall be liable for any indirect or consequential damages or lost profits suffered by the other party or any others resulting from the use of the results the Services, including any invention, program, or product.

**12. INSURANCE.** YALE agrees to maintain for the duration of this Contract:

- a) Workers' Compensation and Employers' Liability Insurance as required by law.
- b) Commercial General Liability Insurance with a combined personal injury, bodily injury (including death) and property damage limit of at least \$500,000 for each occurrence and \$2,000,000 in the aggregate.

Yale will provide ORGANIZATION with a Memorandum of Insurance evidencing such coverage, upon request. ORGANIZATION agrees to maintain Commercial General Liability Insurance with a combined personal injury, bodily injury (including death) and property damage limit of at least \$500,000 for each occurrence and \$2,000,000 in the aggregate or the duration of this Contract, and shall provide YALE with a certificate of insurance evidencing such coverage, upon request.

**13. USE OF NAME.** ORGANIZATION shall not employ or use the name of Yale, its officers, employees, agents or affiliates in any promotional materials or advertising without prior express written permission of Yale. Yale shall not employ or use the names of ORGANIZATION, its directors, employees, agents or affiliates in any promotional materials or advertising without prior express written permission of ORGANIZATION.

**14. RELATIONSHIP OF THE PARTIES.** The relationship of YALE and ORGANIZATION established by this Contract is that of independent contractors. Nothing in this Contract shall be construed to create a relationship of employment of agency, nor shall either party's employees, agents, or representatives be considered the employees, agents or representatives of the other. Nothing in this contract shall be construed to constitute the parties as partners or joint venturers, or allow either of the parties to create or assume any obligation on behalf of the other party.

15. **ASSIGNMENT.** Neither YALE nor ORGANIZATION shall assign this Contract to any other person without the prior written consent of the other, and any purported assignment without such consent shall be void.

16. **SEVERABILITY.** In the event that a court of competent jurisdiction holds any provision of this Contract to be invalid, such holding shall have no effect on the remaining provisions of this Contract, and they shall continue in full force and effect.

17. **ENTIRE CONTRACT: AMENDMENTS.** This Contract and the Exhibit hereto contain the entire agreement between the parties. No amendments or modifications to this Contract shall be effective unless made in writing and signed by the authorized representatives of both parties.

18. **SIMILAR SERVICES.** Nothing in this Contract shall be construed to limit the freedom of the YALE or of its personnel from engaging in or contracting for similar services made under other grants, contracts or agreements with parties other than ORGANIZATION.

IN WITNESS, WHEREOF, the parties hereto have executed this Contract by their duly authorized officers or representatives.

**YALE UNIVERSITY**

**ORGANIZATION**

**By:** \_\_\_\_\_ By  
**Name:** Name  
**Title:** Title  
**Date:** \_\_\_\_\_ Date

**By:** \_\_\_\_\_ By  
**Name:** Name  
**Title:** Title  
**Date:** \_\_\_\_\_ Date

**Exhibit A  
to the Services Contract  
for ORGANIZATION**

I. Overview

Enter Overview of Services

II. Rates

Yale will charge Organization for services provided under this Agreement at the following rates:

Enter Rates

On July 1st of each year, a COLA increase will be applied to these fees.

Yale will invoice Organization monthly.

Invoices will be directed to:

Name:

Organization:

Address

Address

Address

Payment will be made to:

Tax ID# 06-0646973

**Reference:** Payments should reference W.M. Keck Biotechnology Resource Laboratory and this Service Contract in order to ensure credit to the appropriate account.