



CARVER BIOTECHNOLOGY CENTER

Testing Services Agreement for Non-University of Illinois Client

Client Name (Institution): _____

Email: _____

Client's Representative (Individual): _____

Department: _____

Telephone: _____

Testing Service Requested: _____

Authorized Users: _____

Client Street Address: _____

Billing Address (if different from above): _____

Tax ID number (required) _____

Payment Amount

Payment Method (choose one)

Purchase order: _____

(Please include a copy of the PO when sending this form.)

Once this form has been received, the Biotech Business Office will submit the information provided to set you up with a vendor number. More instructions will be provided regarding payment of invoice.

****This completed form must be on file in Biotechnology Center Business Office prior to provision of services. ****

Terms for Testing of Biological Safety Level 1 Materials

Carver Biotechnology Center at the University of Illinois at Urbana-Champaign ("Illinois") will perform the testing services requested above ("Services") for Client in accordance with standards appropriate to a Biological Safety Level 1 research laboratory at an institution of higher education. Illinois will deliver to the Client Representative all results from the Services, including observational data and measurements ("Test Results"), which will be the property of Client.

Client represents that all samples furnished to Illinois for testing and more fully described below ("Materials") shall be classified as Biological Safety Level 1 ("BSL1") in that they are well-characterized agents not known to cause disease in healthy humans. Client must clearly label and transfer the Materials according to accepted safety protocol. Client shall be financially responsible for all damages, liabilities, costs and expenses (including reasonable attorney fees, fines and penalties) incurred by Illinois as a result of Client's breach of this provision or misrepresentation of the classification.

Illinois shall use the Materials only for the Services. Illinois will exercise reasonable care in the handling and storage of Materials, but will not be liable to Client for any loss of or damage to Materials.

Description of Materials:

Note: Before Client transfers to Illinois any Biological Safety Level 2 ("BSL2") Materials, Illinois must agree to accept delivery of the Materials under a separate agreement.

ILLINOIS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT. ILLINOIS DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO THE TEST SERVICES AND RESULTS. ILLINOIS SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING LOST REVENUE, LOST PROFITS, LOSS OF USE OR DATA, BUSINESS INTERRUPTION OR OTHER ECONOMIC LOSS) HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, ARISING FROM OR RELATED TO CLIENT'S USE OF THE TEST RESULTS, EVEN IF ILLINOIS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT, AND NOT ILLINOIS, SHALL BE RESPONSIBLE FOR THIRD-PARTY LIABILITIES ARISING FROM OR RELATED TO CLIENT'S USE OF THE TEST RESULTS.

This Agreement will be construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of law provisions. If Client is a unit of any state government, including a public institution of higher education, Client does not waive any defenses or immunities afforded by federal law or the laws of the state in which Client is a unit of government. All suits against Illinois arising out of this Agreement must be filed in accordance with the Illinois Court of Claims Act.

This Agreement is effective on _____ and will expire three years thereafter. Either party may terminate this Agreement prior to its expiration date by providing written notice to the other party at least 30 days in advance of termination. If Client terminates this Agreement, Client will promptly pay Illinois for Services performed.

Client has authorized the following individual to sign this Agreement on its behalf.

Signature

Printed Name

Client

Date

For Illinois use only:

Quote attached