

Regents of the University of Minnesota (“University”) Sample Testing / Analysis Contract (\$5,000 or less)

Submitted By:		Sample Information:	
Name:		Number of Samples:	
Company:		Sample Identification:	
Address:			
Phone:		Testing/Analysis Wanted:	
Fax:			
Email:		Special Safety Considerations:	
Date Submitted:			
Do you want the samples returned to you? <input type="checkbox"/> Yes <input type="checkbox"/> No		Price per Test/Analysis:	\$
		TOTAL	\$

1. What the University Will Provide. Under this Contract, the University will test / analyze your sample(s) for the fee set forth above.

2. What You Will Receive. Upon the University’s receipt of the payment due, you will receive a report indicating the results of your sample testing/analysis.

3. Acceptance Policy. University reserves the right, without prior notice, to decline any sample or limit the sample quantity for any reason.

4. Disposal of Samples. Unless you indicate above that you want the samples returned, University will, in its sole discretion, keep or dispose of any samples not destroyed during the testing process. Arrangements for return shipping must be made by you at your expense.

5. Shipping Samples to Us. You must deliver or ship samples to us in conformity with all safety and labeling regulations. You also must disclose to us (i) any known or suspected safety concerns related to the samples and (ii) whether the samples (or any information you are requesting University to produce in analyzing the samples) are subject to export controls under U.S. law.

6. Disclaimer of Warranty and Liability. UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT SHALL THE UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS CONTRACT. IN NO EVENT SHALL UNIVERSITY’S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS CONTRACT.

7. Indemnification and Insurance. You agree to indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys’ fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by you (or any third party acting on behalf of or under authorization from you) of information, reports, deliverables, materials, products or other results of University’s work to be performed or deliverables to be provided under this order; or (ii) your infringement of a third party’s intellectual property rights or violation of any law, rule, or regulation in the provision of any samples to the University. If Sample Testing/Analysis is

conducted for commercial use or purpose, you represent that you have in force a policy of general liability insurance, with limits not less than \$1,000,000 USD or equivalent for each occurrence, and you agree to furnish proof of such insurance upon request

8. Export Controls. Company shall notify University in writing if any technological information or data to be provided to University is subject to export controls under U.S. law or if technological information or data that Company is requesting University to produce during the course of work under this Agreement is expected to be subject to such controls. Company shall notify University of the applicable export controls (for example, Commerce Control List designations, reasons for control, and countries for which an export license is required). University shall have the right to decline export controlled information or tasks requiring production of such information. If the Services cannot reasonably be performed without University access to export controlled information or data, the Agreement may be terminated by either party for convenience in accordance with Section 4, except that such termination shall occur immediately upon written notice to the other instead of at the end of the 30-day period set forth in Section 4. Company shall not release export controlled information or data to University until Company has been notified in writing by University that University has implemented a technology control plan for such information.

9. Taxes and Similar Fees. In addition to the payment obligation, you are responsible for the payment of any and all income, sales, use, consumption, value added, excise, custom duties or other taxes and similar fees in connection with this Agreement, levied or required to be withheld from payment(s) to University by any taxing authority or any other body having jurisdiction under any present or future laws. To the extent that you are required to withhold or deduct taxes or similar fees on any payment made to University, then the amount payable shall be increased by the amount that will result in University receiving a net payment in the amount it would have received absent such withholding or deduction. If University is required to pay any of such fees and / or taxes or any related penalties or interest, then any such payment shall be reimbursed to University by you.

10. Applicable Law and Jurisdiction. Minnesota law, without regard to principles of conflict of laws, will govern these terms and conditions. Any dispute relating to this Order shall be heard in state court in Hennepin County, Minnesota and you consent to jurisdiction in such courts for this purpose.

11. Use of University Name. Use of University name, logos and other marks of the University, or of any University employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of University is prohibited.

By signing below, you are indicating your agreement to the above terms and conditions. If you are submitting this order on behalf of a company or institution, you represent that you have the authority to bind such entity to these terms and conditions. In such case, references to “you” or “your” shall apply to the entity on whose behalf you are signing.

Signature: _____

Date: _____

Print Name: _____