

SERVICE AGREEMENT

SERVICE AGREEMENT between the UNIVERSITY OF MARYLAND, BALTIMORE COUNTY, hereinafter referred to as "UMBC" and _____, hereinafter referred to as "Sponsor".

WHEREAS, the work contemplated by this Agreement is of mutual interest and benefit to UMBC and to the Sponsor;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. STATEMENT OF WORK. UMBC agrees to use reasonable effort to perform the scope of work described in Schedule A of this Agreement.
2. PRINCIPAL SERVICE PROVIDER. UMBC's Principal Service Provider for the project is _____. If, for any reason, s/he is unable to continue to serve as Service Provider, and a successor acceptable to both UMBC and to the Sponsor is not available, this Agreement shall be terminated as provided in Article 7.
3. PERIOD OF PERFORMANCE. The work described in Schedule A shall be conducted during the period of _____ through _____ and will be subject to renewal or extension only by mutual written agreement of the parties.
4. CONSIDERATION. This is a fixed price agreement. Sponsor will pay UMBC in accordance with Schedule B (approved budget) attached hereto. Total payment for work performed under this agreement shall be \$ _____.

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4. CONSIDERATION. This is a cost reimbursement agreement. Sponsor will pay UMBC in accordance with Schedule B (approved budget) attached hereto. Total payment for work performed under this agreement shall not exceed \$ _____ without written authorization from the Sponsor.

5. PAYMENT. Sponsor will provide 20% of the total contract consideration at acceptance. After work commences, the Principal Service Provider will report monthly to Sponsor and payment is due 30 days after receipt of report. Checks should be made payable to University of Maryland, Baltimore County and mailed to:

UMBC Cashier
Grant Accounting
University of Maryland, Baltimore County
1000 Hilltop Circle
Baltimore, Maryland 21250

All checks should reference UMBC Principal Service Provider and the title of the project.

6. INDEMNITY/INSURANCE. Sponsor indemnifies, defends and holds UMBC, its officers, agents, and employees, harmless from any liability resulting from the use by the Sponsor of the results of the services provided by UMBC under this agreement. Sponsor warrants that it maintains a policy or program of insurance or self-insurance at levels sufficient to support the indemnification obligation assumed herein.

7. TERMINATION. Performance under this Agreement may be terminated by either party upon thirty (30) days' written notice. The sponsor agrees to pay all budgeted costs incurred prior to the effective date of termination and all non-cancelable arrangements incurred prior to receipt of notice of termination.

8. CONFIDENTIALITY. UMBC agrees to use reasonable efforts to hold in confidence any and all written confidential, proprietary and otherwise non-public information received from Sponsor, in writing, during the course of work under this Agreement, and designated as proprietary by Sponsor, and further agrees not to disclose same to third parties, and to use same only during the term of this Agreement and only for the purpose of this Agreement. The obligation to hold such information in confidence shall apply to all such information except that which:

- a. is or becomes public knowledge through no fault of UMBC;
- b. was in possession of UMBC before receipt from Sponsor, such possession being documented prior to the date of such receipt;
- c. is lawfully received from a third party; or
- d. must be lawfully disclosed under the laws of the State of Maryland or the United States of America.

The obligation to hold such information in confidence shall survive the termination of this Agreement, but shall terminate at the end of three (3) years from the termination of this Agreement.

9. PUBLICITY. Neither party shall use the name of the other party, its divisions, its products or its investigators, employees, or students in connection with any products, publicity, promotion, or advertising without the prior written permission of the other party.

10. NOTICES. Any notices required to be given or which shall be given under this Agreement shall be in writing delivered by first class mail addressed to the parties as follows:

UMBC

SPONSOR

Dr. Elaine Young
Associate Vice Provost for Research
Office of Sponsored Programs
Administration 204
1000 Hilltop Circle
Baltimore, Maryland 21250

11. WARRANTIES. UMBC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE RESEARCH OF ANY INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY SUCH INVENTION OR PRODUCT. UMBC SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, OR OTHER DAMAGES SUFFERED BY ANY LICENSEE OR ANY OTHERS RESULTING FROM THE USE OF THE RESEARCH OR ANY SUCH INVENTION OR PRODUCT. THE PROVISION OF THIS CLAUSE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

12. FORCE MAJEURE. UMBC shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused due to circumstances reasonably beyond UMBC's control, such as labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression or terrorism, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrences.

13. ASSIGNMENTS. This Agreement shall not be assignable by either party without the prior written consent of the other party. Any attempt to assign this agreement without such prior written consent shall render the attempted assignment null and void.

14. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.

15. INDEPENDENT CONTRACTOR. UMBC and the Sponsor are independent contractors and neither is an agent, joint venturer, or partner of the other.

16. ENTIRE AGREEMENT. This Agreement, together with the attached Schedules (A and B), embodies the entire and only understanding between UMBC and the Sponsor for this project, and any prior or contemporaneous representations, either oral or written are hereby superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representative of the parties. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (a) the Contract (b) the Approved Budget (Schedule B); (c) the Statement of Work (Schedule A); (d) other documents, exhibits, and attachments.

UNIVERSITY OF MARYLAND,
BALTIMORE COUNTY

SPONSOR

By: _____

By: _____

Title:

Title:

Date:

Date:

Read and understood

By: _____

Title: Principal Service Provider

Date: