

# MichiganTech

## Confirming Order

Michigan Technological University  
1400 Townsend Drive  
Houghton, Michigan 49931

Michigan Tech Proposal No. \_\_\_\_\_

<b>To:</b>	<b>Bill to:</b> (if different address, if same, please indicate " <u>SAME</u> ")
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<b>Start date:</b>	<b>Completion date:</b>
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**Payment terms:**

### Description of Project

Company Purchase Order No: \_\_\_\_\_

This Confirming Order must be signed by a Company official authorized to obligate the Company.  
Signing the below acceptance confirms an agreement to the terms and conditions that appear on page 2 of this order.

### NO OTHER TERMS SHALL APPLY

**Project Total:** \$ \_\_\_\_\_ (Fixed Price Agreement) *All payments to be made in U.S. dollars*

<b>Offered by</b> <b>MICHIGANTECH:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____ <p style="text-align: center;">This offer is valid for 90 days</p>	<b>Accepted by:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____
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1. **Services.** MICHIGAN TECH agrees to perform those testing or analytical services described on page 1 this Order in the block labeled Description of Project, or on Attachment A, if incorporated herein.

2. **Commencement-reports.** Testing will begin upon MICHIGAN TECH's receipt of all necessary materials and information from PURCHASER to enable MICHIGAN TECH to begin testing or on the start date shown on page 1, whichever occurs later. All testing services will be completed and a final report of test results provided to PURCHASER by the completion date. MICHIGAN TECH reserves the right to withhold interim reports and a final report pending full payment for services rendered.

3. **Payment.** Payment for testing services will be made as outlined on page 1.

4. **Termination:** Performance under this Agreement may be terminated by the PURCHASER upon thirty (30) days written notice; performance may be terminated by MICHIGAN TECH if circumstances beyond its control preclude continuation of the research. Upon termination MICHIGAN TECH shall be reimbursed for all costs and non-cancelable commitment incurred in the performance of this Agreement, such reimbursement not to exceed the total project cost.

5. **Exclusion of warranties.** MICHIGAN TECH makes no warranty, representation or guarantee of any nature, express or implied in connection with the services to be provided. All warranties, including any implied warranties of merchantability or fitness are expressly disclaimed.

6. **Confidentiality.** For a period of three (3) years, all information and materials provided by PURCHASER, if such is labeled as confidential at the time of delivery to MICHIGAN TECH, shall be held in confidence by MICHIGAN TECH and MICHIGAN TECH shall not use any such information or material for any purpose other than the testing pursuant to this AGREEMENT. All information and test results generated as a result of this

AGREEMENT shall also be kept confidential for three (3) years and shall not be used for any purpose other than delivery to PURCHASER.

7. **Indemnity** Each party remains liable for all risks of personal or bodily injury and property damage caused by the negligent or willful acts or omissions of that party but subject to and reserving all applicable immunities granted by law or constitution to either party. Except as provided above PURCHASER shall fully indemnify and hold harmless MICHIGAN TECH against all claims, costs or judgments (including expenses of defense) arising out of PURCHASER's use, commercialization, or distribution of information, materials or products which result in whole or in part from the services performed pursuant to this agreement; and from and against any and all claims, costs or judgments (including expenses of defense) arising out of claimed copyright, patent, or other confidentiality or proprietary rights violations with respect to any product or information provided by PURCHASER to MICHIGAN TECH. This clause is solely for the benefit of the parties to this agreement and is not intended to create any rights in any third party.

8. **Waste.** All material supplied by PURCHASER and materials or waste generated during the course of the testing and provision of services shall be returned to PURCHASER for disposal at PURCHASER's expense, including test samples, chemicals and solutions.

9. **Name use.** PURCHASER will not, directly or indirectly, utilize the name of MICHIGAN TECH or any employee thereof in any publicity or other written or spoken communication with respect to the services provided, the product tested or the test results, except with respect to internal business communication or as may be required by law, without prior written approval from MICHIGAN TECH.