



## Service Order

[Company Contact] <b>Company Name:</b> <b>Address:</b> <b>City:</b> <b>State:</b> <b>Zip:</b> <b>Technical Lead:</b> <b>Email Address:</b> <b>Phone Number:</b>			[Michigan Tech Contact] <b>Department:</b> <b>Technical Lead:</b> <b>Email Address:</b> <b>Phone Number:</b>
<b>Start Date:</b> <b>Cost: \$</b> <b>Company PO Number:</b>	<b>Completion Date:</b> <b>Payment Due Date(s):</b>		

Description of Service (attach additional sheets as necessary):

- 1. Services.** Michigan Technological University (MICHIGAN TECH) agrees to perform the services described above, or as indicated in attached sheets. Testing will begin upon MICHIGAN TECH's receipt of all necessary materials and information from PURCHASER to enable MICHIGAN TECH to begin testing, if applicable, or on the start date shown above, 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.
- 2. Payment.** Payment for services will be as outlined above.
- 3. Termination.** Performance under this Agreement may be terminated by the PURCHASER upon thirty (30) days written notice; performance may be terminated by MICHIGAN TECH with thirty (30) days written notice to PURCHASER if circumstances beyond its control preclude continuation of the services. Upon termination, MICHIGAN TECH shall be reimbursed for all costs and non-cancelable commitments incurred in the performance of this Agreement, such reimbursement not to exceed the total project cost.
- 4. 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.
- 5. Changes.** Any changes in the services and associated changes to costs must be negotiated between the parties and will be authorized by PURCHASER and MICHIGAN TECH by a written modification to this Agreement.
- 6. 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.
- 7. 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.
- 8. 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.

**NO OTHER TERMS SHALL APPLY**

<b>For Company:</b> I authorize this service to be performed and agree to pay the price under the terms indicated, and also certify that no federal or state funding will be used to make payment for the service. <b>Signature:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____	<b>For Michigan Tech:</b>  <b>Signature:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____
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