**Routine Services Agreement**

This routine services agreement (**"Agreement"**), effective as of [effective date] (**"Effective Date"**), is by and between University of Southern California, a California nonprofit public benefit corporation (**"University"**), and [Company Name] (**"Company"**), a [jurisdiction name] [entity type] having a principal place of business at [address]. **"Party"** hereinafter refers to each party individually and **"Parties"** refers to the parties collectively.

**Background**

1. University has core facility recharge centers with published rates (collectivelyor individually).
2. [Facility Name] is a core facility with experience and capabilities necessary to perform the routine services contemplated by this Agreement, and the performance of such services is consistent with University’s educational, research, and public service activities.
3. Company would like University to provide the services as set forth in this Agreement.

The Parties hereby agree upon the foregoing recitals that are incorporated into this Agreement, and the Parties further hereby agree as follows:

**Agreement**

1. **Definitions**
   1. **Certain Definitions.** All capitalized terms not otherwise defined herein will have their following respective meanings:

“**Affiliate**” means, with respect any Person, any Person directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with that Person, as applicable. The term “control,” as used in the preceding sentence, shall mean owning or holding, directly or indirectly, more than fifty percent (50%) of the voting rights with respect to a Person, or having the power, by contract or law, to direct or cause the direction of the management and policies of the controlled Person.

"**Background Intellectual Property**" means, with respect to a Party, Intellectual Property that is owned or licensed by the Party and (i) is in existence on or prior to the Effective Date, or (ii) is conceived, created, developed, reduced to practice or made by or on behalf of such Party on or after the Effective Date independent of this Agreement and the other Party and without use of any Confidential Information or Intellectual Property of the other Party.

“**Copyrightable Material**” means any material or other property that is or may be copyrightable or otherwise protectable under Title 17 of the United States Code.

“**Derivative Work**” has the meaning set forth in Section 101 of the Copyright Laws of United States.

“**Intellectual Property**” means Inventions, Copyrightable Material, expressions of ideas, discoveries, devices, data, mechanisms, substances, works, trade secrets, know-how, mask works, internet domains, websites, hashtags, formulae and methods, materials, audiovisual works, photographs, video, sketches, designs, art, drawings, text, logos, catch-phrases, pictorial, graphic, and sculptural works, literary works, architectural works, images, sounds, scripts or other literary materials, music, lyrics, phonorecords, trademarks, service marks, computer programs, source code, object code, algorithms, schematics, compilations, including improvements, whether or not protected by patent, copyright, trademark or other Intellectual Property Rights.

“**Intellectual Property Rights**” means any and all (i) copyrights and other rights associated with works of authorship throughout the universe, including neighboring rights, moral rights, and mask works, (ii) trade secrets, know-how and other confidential information, (iii) patents, patent disclosures and all rights in Inventions (whether patentable or not), (iv) trademarks, service marks, trade names, internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues of any of the foregoing now or hereafter in effect.

“**Invention**” means any discovery that is or may be patentable or otherwise protectable under Title 35 of the United States Code or the Intellectual Property laws, regulations, or treaties of any other nation enacted, adopted, promulgated, or applied by a governmental authority.

“**Person**” means any individual, corporation, governmental authority (or agency or political subdivision thereof), limited liability company, partnership, trust, firm, limited liability partnership, limited partnership, unincorporated association or other entity.

"**Personnel**" means, with respect to a Party, its officers, employees, representatives, and contractors.

* 1. **Terms Generally.** All definitions will apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. Unless the context requires otherwise, the words “include,” “includes” and “including” will be deemed to be followed by the phrase “without limitation”. Unless expressly stated otherwise, all references to any Section, Exhibit, or Schedule will be a reference to that Section, Exhibit, or Schedule of this Agreement.

1. **Services**

University Personnel will perform services on behalf of Company and, if applicable, provide deliverables to Company as set forth in the attached and incorporated SCHEDULE A (**"Services"** and **"Deliverables**,**"** respectively), subject to the following:

* 1. **Routine and Non-Inventive**: All Services listed in SCHEDULE A must be limited to activities that are routine, and not inventive as defined by U.S. patent law. Examples of routine, non-inventive services performed by University staff include: preparing samples for testing, and acquiring data from testing in accordance with a Company-authored protocol. The Parties agree that Services performed by University will be routine and narrowly defined by Company. Company understands and acknowledges that University Personnel have agreed, as a condition of their employment by University, to promptly report and fully disclose the conception and/or reduction to practice of potentially patentable Inventions to University, and to assign Inventions and patents to University, in accordance with University Patent Policy (**"Patent Policy"**).
  2. **Not Sponsored or Collaborative Research**: No Services provided under this Agreement will be sponsored research undertaken by University for Company, or collaborative research conducted by University with Company.
  3. **No Company On-Site Access to University Facilities**: Notwithstanding anything to the contrary herein, including those terms and conditions in EXHIBIT 1, this Agreement does not permit Company, including Company Personnel, to physically access and/or use University facilities.
  4. **Company Responsible for Compliance with Laws and Regulations**: Company agrees that University will not perform Services in compliance with current Good Manufacturing Practices (21 CFR Parts 210 and 211) or Good Laboratory Practices for Non-Clinical Laboratory Studies (21 CFR Parts 58), or as a reference laboratory (§1833(h)(5)(A)(ii) of the Social Security Act) or other Services for which billing will be submitted to any agency of the state or federal government, nor any Services for which CLIA certification or CLIA waiver is required, and that University is not a "sponsor" (as defined in 21 C.F.R. § 58.3(f)), a "testing facility" (as defined in 21 C.F.R. § 58.3(g)) or an "investigator" (as defined in 21 C.F.R. § 312.3), and is not intended to be a "contract research organization" (as defined in 21 C.F.R. § 312.3) for any purpose under FDA regulations or guidelines. Company agrees that it is solely responsible for full compliance with any legal and regulatory requirements and the terms and conditions of any funding source pertaining to Services. Company represents and warrants that it has acted and will act in full compliance with all applicable laws, regulations, and the terms and conditions of any funding source pertaining to Services.

1. **Deliverables**
   1. **Ownership of Deliverables:** Subject to Section 2, Company shall own all Deliverables upon payment of Service Fees (as defined in Section 6). University shall submit Deliverables to Company in accordance with the due dates established in SCHEDULE A.
   2. **University Use of Data:** Unless otherwise agreed in writing by the Parties, data generated in the direct performance of the Services will belong to Company and will not be used by University for other purposes.
2. **Material**
   1. **Materials Supplied by Company**: In the event Services require Company to furnish or supply University with parts, goods, data, specifications, components, programs, practices, methods, export materials (if approved by the University pursuant to this Agreement), or other property such materials will be identified in SCHEDULE A and provided by Company to University in a timely and secure manner so as to allow University to meet its commitments under the Agreement (**"Company Materials"**). Provision of Company Materials to University has no impact on Company’s ownership of Company Materials. To the extent any Company Materials are returned to Company, any claims for shortages of or damages to such Company Materials suffered in transit are the responsibility of Company and will be submitted by Company directly to the carrier. Company will identify any shortages or damages at the time of delivery, and claims of shortages or damages after the date of delivery are hereby waived.
   2. **Hazardous Materials:** Company Materials shall not include any hazardous material or any other material that is highly flammable, explosive, toxic, a biohazard (classified Biohazard Level II or above by the US Department of Health and Human Services, Centers for Disease Control and Prevention), medical waste, or radioactive or any other material which is otherwise prohibited, illegal, dangerous and/or unsafe (collectively, "**Hazardous Materials**") except as expressly disclosed in SCHEDULE A and approved by University. In any such event, Company shall (i) provide University with information about the quantities used, applicable Material Safety Data Sheets (MSDS or SDS) and any other supporting information, and (ii) transport Hazardous Materials to University in appropriate containers in conformance with all applicable laws and regulations and, when returned to Company, disposed of in accordance the California Health and Safety Code.
   3. **Export Materials:** Company will not provide to University any materials and/or information that are export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774); controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Export Materials (**"Export Materials"**). If Company desires to provide any Export Materials to the University, Company must provide written notification that identifies such Export Materials, including their export classification to the University contact in SCHEDULE C and receive confirmation and approval from University, prior to disclosure.
   4. **University Use of Company Materials**: Unless otherwise agreed in writing by the Parties, University will not use any Company Materials except to provide the Services.
   5. **Company Materials Warranty**: Company warrants that Company Materials will: (i) conform to the requirements of this Agreement, including all descriptions, specifications, and attachments made a part hereof; and (ii) will not infringe any third party rights. The University’s acceptance of Company Materials will not relieve Company from its obligations under this warranty.
   6. **Company Materials Shipping Costs**: Company will be responsible for the cost of shipping all Company Materials (including, without limitation, costs of insurance and other related costs), whether shipped by Company to University or by University to Company. University, at its option, may not tender delivery to Company of any Company Material for which Company has not provided shipping instructions, payment, and other required information. If Company postpones or delays delivery of Company Materials by University to Company for any reason (for example, if Company requests a delay in delivery), Company agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.
   7. **No Bailment**: Nothing herein shall be construed to create a bailment relationship between the Parties concerning any Company Materials.
   8. **No Harmful Code:** Company represents and warrants that the Company Materials will not run any process, audit, or the like, that collects, retrieves, extracts or otherwise provides access to University's data, system information, or the like without University's prior written consent. Company further represents and warrants that the Company Materials will contain no computer instructions, circuitry or other technological means whose purpose or effect is to disrupt, damage, extract information from or interfere with University's computers, communications facilities or equipment and their use ("**Harmful Code**"), and Company shall prevent the introduction of such Harmful Code to University's systems through the Company Materials. "Harmful Code" includes, without limitation, any code containing viruses, Trojan horses, worms or like destructive code or code that self-replicates, or cryptocurrency mining tools.
3. **Intellectual Property**
   1. **Background Intellectual Property**:As between the Parties, each will retain exclusive right, title and interest in its Background Intellectual Property and all Intellectual Property Rights therein and thereto. Except as expressly provided in this Agreement neither Party has, by virtue of this Agreement, any right, title, or interest in or to the other's Background Intellectual Property.
   2. **No Implied License:** Company agrees that this Agreement does not, by implication or estoppel or otherwise, grant Company any right, title or interest in or to any Intellectual Property owned by University. Subject to the right to use Company Materials granted to University under Section 4, University agrees that this Agreement does not, by implication or estoppel or otherwise, grant University any right, title or interest in or to any Intellectual Property owned by Company. The disclosure of a Party’s Confidential Information or Intellectual Property to the other Party shall not result in any obligation by the disclosing Party to grant the receiving Party any rights in and to such Confidential Information or Intellectual Property
4. **Payments**

Company will pay University the fees in accordance with the attached SCHEDULE B which is incorporated as part of this Agreement (**"Service Fees"**). The Parties expressly acknowledge and agree that any compensation being paid pursuant to this Agreement was negotiated by the Parties as part of a commercially reasonable, arms-length transaction, is believed by both Parties to be fair market value for the Services and did not take into account or otherwise consider the value or volume of patient referrals. The Parties further agree that no part of any such compensation is intended to induce either Party to refer patients or other business to the other Party or any Affiliate thereof.

1. **Indemnification**

Company agrees to indemnify, defend and hold harmless University, its Affiliates, and their respective Personnel, successors and permitted assigns (each, an “**Indemnitee**”) from and against all liability, loss, damages, fines, penalties, assessments, judgements, and expenses (including attorneys’ fees), whether direct or consequential (collectively, “**Loss**”) they may suffer as the result of third-party claims, demands, arbitrations, lawsuits, administrative proceedings, or similar actions, whether formal or informal or whether litigated or not (individually, a “**Claim**”) which may be made or instituted against any Indemnitee due to or arising out of (i) any failure to comply with any applicable law or regulation, (ii) the Company Materials or University's use of Company Materials as an infringement of Intellectual Property Rights, (iii) any breach of Company's representations and warranties, or (iv) directly or indirectly, by or as a result of the act or omission of Company, its Affiliates, or their respective Personnel, in connection with Company's activities under this Agreement, whether or not in compliance with the terms of this Agreement, and including, without limitation, any Claim arising out of the handling by Company of any Hazardous Materials. The foregoing indemnity will not apply to any Loss to the extent such Loss arises out of the gross negligence or willful misconduct of any Indemnitee.

1. **Survival**

Any termination or expiration of Agreement will not affect the rights and obligations set forth in the following provisions of Agreement: Section 3 (Deliverables), Section 4 (Material), Section 5 (Intellectual Property), Section 7 (Indemnification), Section 9 (Core Facility Standard Terms).

1. **Core Facility Standard Terms**

Core Facility Standard Terms specified in the attached **EXHIBIT 1** are incorporated as part of this Agreement.

The Parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **University of Southern California** [Contact General Counsel for signature here] | | | |  | **Complete Name of Company** | | | | | |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |  | By: | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |
|  | Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | | |  | Name: | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | | |  | Title: | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | | |  | Date: | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**EXHIBIT 1**

**Standard Terms**

These Standard Terms govern the USC Core Facility Routine Services Agreement. The capitalized terms not otherwise defined herein have their respective meanings as defined in, and applicable to, the Routine Services Agreement.

1. **Priorities**

Research Infrastructure Commons are shared by University faculty, students, staff and researchers. The Parties agree that University work will have priority over work performed for non-University users. Accordingly, University will not be responsible for any delays incurred by Company caused by any such University priority.

1. **Term and Termination**
   1. **Start**: The term of Agreement will commence on Effective Date and terminates when the Services are completed. (**"Term"**).

* 1. **Termination** **Without Cause**: Either Party can terminate Agreement at any time, without cause, with ten (10) days' written notice to the other Party. If Agreement is terminated without cause, then Company shall pay University the Service Fees on a prorated basis as percentage of the completed Services through the date of termination, and all costs and non-cancelable obligations incurred by University up to and including the termination date. In no event will any capacity fees or fees for non-standard consumables, either in substance or quantity, that are included in Service Fees be refundable.
  2. **Failure to Pay**: University will have the right to terminate Agreement without notice if Company fails to pay Service Fees in accordance with SCHEDULE B.
  3. **Survival**: Any termination or expiration of Agreement will not affect the rights and obligations set forth in the following provisions of this Exhibit 1: Paragraph 2.4 (Survival), Section 4 (Disclaimer of University Warranty), Section 5 (Limitation of Liability), Section 6 (Confidential Information), Section 7 (Use of Names and Trademarks), and Section 9 (Miscellaneous).

1. **Notices**

All notices under Agreement must be in writing and must be mailed or delivered by hand or recognized overnight delivery service to the Party to whom such notice is being given. Any such notice will be considered to have been given when received by the Party to whom notice is given, or upon receipt by the sending Party of written confirmation of refusal of delivery by the Party to whom notice is sent. The address and representatives for each Party for all such notices are listed in SCHEDULE C.

1. **Disclaimer of University Warranty**

EXCEPT AS EXPRESSLY SET FORTH OTHERWISE IN THIS AGREEMENT, THE UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES OR THE DELIVERABLES PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY ACKNOWLEDGES THAT THE SERVICES AND THE DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. COMPANY FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES AND DELIVERABLES AT ITS OWN RISK. THE UNIVERSITY WILL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES, DELIVERABLES, OR COMPANY'S USE THEREOF.

1. **Liability Limitation**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. THE COMPANY'S INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 7 OF THE AGREEMENT IS NOT INCLUDED IN THIS LIMITATION OF LIABILITY.

1. **Confidential Information**
   1. **Confidentiality**: **"Confidential Information"** is defined as non-public information proprietary that: (i) a Party considers confidential or proprietary; and (ii) is clearly marked "Confidential" or "Proprietary" at the time it is disclosed to the receiving party. If a Party discloses Confidential Information orally, the disclosing Party will indicate its confidentiality at the time of disclosure and will confirm such in writing within ten (10) days of the disclosure. Each Party agrees to use the Confidential Information solely in connection with Agreement and not for any purpose other than as authorized by the Agreement. The receiving Party will not disclose the disclosing Party's Confidential Information to any third party without prior written approval from the disclosing Party. The receiving Party's confidentiality and use obligations will extend for a period of three (3) years from the date of receipt of the disclosing Party's Confidential Information unless specified otherwise in Schedule A.
   2. **Non-Confidential Information**: The Parties agree that information will not be deemed Confidential Information and the receiving Party will have no obligation to hold in confidence such information which: (i) was legally in its possession or known to the receiving Party without any obligation of confidentiality prior to receiving it from the disclosing Party; (ii) is, or subsequently becomes legally and publicly available without breach of Agreement by the receiving Party; (iii) is legally obtained by the receiving Party from a third party without any obligation or confidentiality; or (iv) is independently developed by or for the receiving Party without use of the Confidential Information as demonstrated by competent evidence.
   3. **Exceptions**: If the receiving Party is required by law to disclose Confidential Information of the disclosing Party, the receiving Party will notify the disclosing Party, to the extent permitted by law, so that the disclosing Party may seek a protective order or other appropriate remedy.
2. **Use of Names and Trademarks**

Except as required by law or permitted by this Agreement, neither Party shall use the name, logo, trademark, or symbol of the other Party or its Affiliates without the prior written consent of the other Party.

1. **University Representations and Warranties**

USC represents and warrants to Company as follows:

* 1. Neither USC, nor Personnel of USC is bound by any agreement or arrangement which would preclude USC or any of its Personnel from entering into, or from fully performing the Services required under, this Agreement;
  2. Neither USC nor any of its Personnel performing the Services have had any license or certification in the state of California or in any other jurisdiction denied, suspended, revoked, terminated, or relinquished under threat of disciplinary action, or restricted in any way; and
  3. Neither USC nor any of its Personnel performing the Services has ever been convicted of a criminal offense related to health care or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation.

1. **Miscellaneous**
   1. **Governing Law**: This Agreement will be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions. All disputes arising under or in connection with this Agreement shall be submitted to JAMS or successor organization for binding arbitration by a single arbitrator. The arbitrator shall be selected by JAMS in an impartial manner determined by it. The arbitration hearing will be commenced within one hundred eighty (180) days of the filing of an arbitration demand with JAMS by any Party hereto, and a decision shall be rendered by the arbitrator within thirty (30) days of the conclusion of the hearing. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under this Agreement. The arbitrator shall award costs of the proceeding, including reasonable attorney’s fees, to the Party determined to have substantially prevailed.
   2. **Relationship of Parties**: The relationship of the Parties under Agreement is that of independent contractors. Nothing herein will create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the Personnel or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes.
   3. **Force Majeure**: If any Party fails to timely perform its obligations (other than payment obligations) under Agreement because of natural disasters, labor disputes, strikes, actions of governmental authority, acts of terrorism or war, whether actual or threatened, judicial orders, pandemics, COVID-19 protocols, epidemics, quarantine, public health or travel restrictions or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance will be excused for the duration of such force majeure event. In the event of force majeure, the Parties may agree to alternative methods of performance that mitigate the effect of force majeure, subject to mutual agreement as to the terms thereof (including the payment of additional amounts).
   4. **Assignment**: Neither Party can assign or transfer Agreement without the written consent of the other Party.
   5. **Severability**: In the event any portion of Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction, such portion will be severed from Agreement, and the remaining provisions will remain in full force and effect.
   6. **Integration**: This Agreement, including its Exhibit 1, SCHEDULES A, B, and C constitutes the entire understanding and agreement between the Parties as to all matters contained herein, and supersedes all prior agreements, representations and understandings of the Parties. The Parties may utilize their standard forms of purchase orders, invoices, quotations and other such forms in administering Agreement, but any of the terms and conditions printed or otherwise appearing on such forms will not be applicable and will be void. Modifications, including additions or revision of any terms and conditions may only be made by a written agreement signed by both Parties that expressly states in the title of such document an intent to amend Agreement.
   7. **Waiver**: No waiver of any provision of Agreement will be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation herein, or the waiver by any Party of any breach of Agreement, will not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
   8. **Counterparts**: This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which will be deemed an original and all of which together will constitute one instrument.

* 1. **Headings**: Section headings used in Agreement are for convenience of reference only, are not part of Agreement and will not affect the construction of, or be taken into consideration in interpreting, Agreement.

**SCHEDULE A**

**Routine Service Agreement**

**University Services Provided**

University agrees that University Personnel will provide routine, non-inventive services to Company, as follows:

1. Services performed

[Includes a specific description of the services to be provided by the University and includes timelines and/or specific deadlines.]

1. Deliverables

[Includes a description of the Deliverables, being providedby the University. If there are written Deliverables, these need to be specifically identified.

Deliverables should be limited to reports of results of a use of equipment and/or, when appropriate, a designated quantity of tangible materials created in the performance of the Services.]

1. Information and Company Materials provided by Company
2. Plan after the Services are performed and Deliverables, information, and/or Company Materials are provided to Company [Specify whether or how long Deliverables, information, and/or materials provided to Company as part of Services performed will be saved.]
3. Non-standard confidentiality term: [Per Exhibit 1, Paragraph 6.1, the University’s default, recommended confidentiality term is 3 years. However, with the authorized acknowledgement below, the term can be changed. The University advises no more 5 years is authorized. For terms over 5 years, expect a delay in contract execution.]
4. Additional Responsibilities of Company or University
5. Hazardous Materials.

**SCHEDULE B**

**Routine Service Agreement**

**Service Fees**

[Each Facility will have its own fee schedule]

Company shall pay University the Service Fees posted on the Facility’s Fee Schedule. Service Fees for the Services may be modified from time to time by University in its sole discretion, and any modified Service Fees will be applicable as and when provided in the Facility Fee Schedule.

1. Service Fees (i.e., Rates/Cost):

Consumables: [Specify the pricing of any consumables to be used by University in connection with the Services. Primary source agreements for consumables often apply to equipment available in the Core Facility]

1. Payment Schedule:
2. Terms of Payment: All University invoices shall be paid by Company within thirty (30) days of receipt of each invoice.
3. Limitations of Charges (if any):
4. Company Invoicing Address:
5. Form of Payment:

[Usually check made payable to "University of Southern California" or wire transfer, unless otherwise specified in an invoice.]

**SCHEDULE C**

**Routine Service Agreement**

**Notices**

[Each Facility will have its own notice schedule]

University’s notice address: [School’s preferred address/contact. If not core signs here]

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Please email a copy to:

**Research Initiatives and Infrastructure**

[USCCORES@USC.EDU](mailto:USCCORES@USC.EDU)

University’s representative for all other purposes: [Core signature here]

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Company’s notice address:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Company’s representative for all other purposes:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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