

UNT SHARED FACILITIES TERMS AND CONDITIONS

The University of North Texas (“**University**”) has managed facilities, labs, equipment, space, and technology, enabling faculty, students, and external research partners to conduct high-level solution-based research in key areas. The entity or individual listed on the attached invoice (“**Organization**”) wishes to make use of these opportunities and engage University in performing the services listed on the invoice (“**Services**”). Absent a separate signed agreement between University and Organization, all Services are subject to the below terms and conditions, and by requesting Services, Organization agrees to and accepts these terms and conditions.

1. **Scope of Work.** University will perform the Services outlined in the invoice. Organization understands and agrees that, consistent with the University’s educational and research mission, the University will have the discretion to involve students in the performance of the services.
2. **Deliverables.** University will provide to Organization the deliverables outlined in the invoice.
3. **Cost.** As consideration for University’s performance of the Services, Organization will pay University the costs set forth in the invoice.
4. **Payment.**
 - 4.1 **Schedule.** Organization shall pay University the compensation on the Due Date(s) listed in the invoice.
 - 4.2 **Remittance.** Payment shall be made according to the Payment Terms listed in the invoice.
5. **Term.** The Term begins on the date University begins work on the Service and ends when all payments are made to University and deliverables are provided to Organization.
6. **Responsibilities.** University and Organization agree to comply with any applicable laws, rules, regulations, and policies.
7. **Termination.** Either party may terminate the Service upon thirty (30) days’ written notice. If Organization terminates the Service, Organization will pay University for all costs and any non-cancelable obligations incurred up to the effective date of termination.
8. **Indemnification.** To the extent allowed by law, Organization shall indemnify the University and its employees in full against all direct, indirect, incidental, consequential, or special liability, loss, damages, costs, or expenses, that are awarded or incurred by them as a result of any claim or threatened claim arising out of or in connection with your use of the results provided through the Service.
9. **Limitation of Liability.** EXCEPT CONCERNING ORGANIZATION’S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR COSTS, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR REVENUES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT. The Parties further understand and agree that the University is an agency of the State of Texas and, as such, is protected by sovereign immunity under the laws of the State of Texas and its Constitution. UNIVERSITY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. **Organization’s Ownership of Deliverables.** Organization will own the deliverables upon payment in full of the cost of the Services. University’s rights and interest in any intellectual property, including rights to patents and copyright that may result from Services shall be limited to any laboratory methodologies or techniques developed or used in the performance of the Services and any data from experiments or tests using non-proprietary materials (controls or generic materials or samples).
11. **Use of University’s Name.** Organization will not include the name of University or any of its employees in any advertising, sales promotion or other publicity matter without the University’s prior written approval.
12. **Evaluation of Samples and/or Materials.** University agrees to not evaluate, reverse engineer, analyze, or otherwise attempt to identify Organization’s proprietary samples and/or materials, and not to use such samples and/or materials other than in the performance of the Services, without the express written consent of Organization.
13. **Excusable Delay.** In the event of a delay caused by inclement weather, fire, flood, pandemic, strike, or other labor dispute, acts of God, acts of Government officials or agencies, or any other cause beyond the control of University, University’s performance is excused hereunder for the periods of time attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned above.
14. **Export Control.** No ITAR or export-controlled materials shall be delivered to University for use in the Service.
15. **Independent Contractor.** University is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of the Services requested by Organization.