

Research Core Services Agreement

Instructions

1. This agreement should be used to document the scope and payment terms for project-level work not already defined under an existing sub-contract that will be performed by a core facility for any non-CHOP academic institutions, other non-profit organizations and/or biotech/pharmaceutical firms.
2. The core laboratory manager and/or business manager should initiate the agreement, and attach a scope of work including pricing.
3. This agreement can be approved and signed by the Senior VP, Research Administration, provided there are no substantial changes to the standard terms and conditions.
4. If the non-The Children's Hospital of Philadelphia Research Institute organization proposes substantial changes to the standard terms and conditions, the core's business manager or department should submit the agreement to the Office of Tech Transfer for negotiation and final approval.
5. All signatures should be obtained for the following before submitting to CHOP's Chief Scientific Officer for approval and final signature:
 - Receiving CHOP Research Institute Core Lab Director
 - Provider-Authorized Personnel/Investigator
 - Provider Institutional Official Authorized to Pay Charges
6. The core laboratory manager and/or business manager should keep the fully executed (i.e. signed by all parties) agreement on file.
7. The core laboratory manager and/or business manager is responsible for following up on the agreement to complete the scope of work and collect all payments due promptly.

Questions should be directed to the Office of Technology Transfer.

Definitions:

Core Lab – the CHOP Research Institute core laboratory that provides the service.

Core Customer – the non-CHOP Research Institute investigator and his/her institution, organization or company.

Customer Institutional Official Authorizing Charges – the non-CHOP Research Institute institutional official who is authorized to pay charges as detailed in the attached Addendum I Scope of Work. This is not the investigator, but will be someone in the institution's central finance office.

Research Core Services Agreement

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THIS AGREEMENT is entered into by and between The Children’s Hospital of Philadelphia Research Institute, on behalf of its receiving core lab specified below;

Core Lab: CHOP Research Institute -----Core
(hereinafter referred to as "Core Lab ")

AND

Core Customer: (hereinafter referred to as "Provider "):

Address: _____

WHEREAS, Provider has requested Core Lab to conduct certain analysis or other services and Core Lab is willing to provide such services pursuant to the terms of this Agreement;

NOW, THEREFORE, Core Customer and Core Lab agree as follows.

SCOPE OF WORK:

Core Lab agrees to conduct analysis and/or perform the services set forth in Addendum I - Scope of Work, attached hereto and made a part hereof by this reference in accordance with appropriate scientific and professional standards and the terms of this Agreement.

It is recognized and understood that all services provided by Core Lab constitute research activity to explore an intellectual question or validate a scientific hypothesis of mutual academic interest AND/OR technologically advanced or unique products and/or services.

CONSIDERATION:

Core Customer will supply Core Lab with a Purchase Order and agrees to compensate Core Lab for all services provided by Core Lab in accordance with the rates specified in Addendum I – Scope of Work. The Purchase Order and fully executed Agreement must be received before services can be scheduled and/or initiated.

Core Lab will bill Provider for all reagents and supplies as necessary upon receipt of samples and/or initiation of work, and for all processing and miscellaneous costs at the completion of the project. Provider shall pay Core Lab within thirty (30) days of receipt or be subject to late fees in the amount of 1.5% of all outstanding balances per month. Provider shall

Research Core Services Agreement

make check payable to The Children's Hospital of Philadelphia Research Institute, and reference the invoice number and Core Lab and forward with a copy of the invoice to

The Children's Hospital of Philadelphia Research Institute
Lockbox #1457
P.O. Box 8500
Philadelphia, PA 19178-1457

TERMINATION:

This Agreement may be terminated by either party by written notification to the other party at least thirty (30) days prior to the desired effective date of termination. Payment for all reagents and services performed up to the date of termination will be due and payable.

PATENTS AND INVENTIONS:

It is recognized and understood that certain existing inventions and technologies may be the separate property of one party or the other, and that no existing intellectual property right of either party shall be affected by this Agreement.

Except as expressly provided herein, nothing in this Agreement shall be construed as granting or implying any rights to either party pertaining to background intellectual property rights of the other party, under any patents or intellectual property rights associated therewith.

All data and materials, including all raw data and compilations of scientific and technical data produced or prepared by the Core Lab in the performance of the Services under this Agreement, shall be the exclusive property of the Provider and shall be deemed to be works made for hire. This provision shall survive any termination or expiration of this Agreement.

Any patent rights or any other rights to intellectual properties arising from research funded by the National Institute of Health or other federal agency shall be subject to the laws and regulations governing federally funded research.

The terms of this "Patents and Inventions" section shall survive any termination or expiration of this Agreement.

CONFIDENTIALITY:

The parties each agree to maintain in confidence and not disclose to third parties any confidential information that is disclosed to one by the other party.

The terms of this "Confidentiality" section shall survive any termination or expiration of this Agreement.

Research Core Services Agreement

COUNTERPART SIGNATURE:

This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each of which counterpart shall be deemed an original Agreement and all of which shall constitute but one Agreement.

JURISDICTION/GOVERNING LAW:

This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the Commonwealth of Pennsylvania. Each party hereby irrevocably consents to the jurisdiction of all state and federal courts sitting in Philadelphia County, Pennsylvania, agree that venue for any such action shall lie exclusively in such courts and agree that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement or the relationships among the parties hereto.