

INDIANA UNIVERSITY - PURDUE UNIVERSITY FORT WAYNE

TECHNICAL ASSISTANCE AGREEMENT

This contract is made between (Sponsor) \_\_\_\_\_ (address) \_\_\_\_\_ and Indiana University - Purdue University Fort Wayne (IPFW). The Sponsor desires to provide financial support for research services which are of mutual interest to IPFW and to Sponsor. The Project will further the instructional, research and public service missions in a manner consistent with IPFW's status as a not-for-profit, tax exempt, educational institution, and may derive benefits for both Sponsor and IPFW. The details of the Project are attached and incorporated by reference.

1. PROJECT TITLE

\_\_\_\_\_  
\_\_\_\_\_

\*Details are given in Appendix A.

2. PERSONNEL & FACILITIES

IPFW will undertake the Project through its \_\_\_\_\_ department. IPFW's Principal Investigator for the Project is \_\_\_\_\_.

3. PROJECT PERIOD

The Project begins on \_\_\_\_\_ and ends on \_\_\_\_\_.

4. FINANCIAL SUPPORT

For support of the Project, Sponsor agrees to provide the sum of \$ \_\_\_\_\_ U.S. Currency.

Payment schedule:

- Full payment upon execution of this Agreement.
- Quarterly in advance, with first payment due upon execution of this agreement
- 90% upon execution of this Agreement, 10% upon receipt of final report.
- 50% upon execution of this Agreement, 50% upon completion of project.
- Other \_\_\_\_\_

Sponsor's billing address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. PAYMENTS

To make payments electronically, call (260) 481-6324 for information.

or

Make checks payable and mail to:

Indiana University - Purdue University Fort Wayne  
Bursar's Office  
Kettler Hall - G85  
2101 Coliseum Blvd., East  
Fort Wayne, IN 46805

6. TECHNICAL REPORTS

IPFW agrees to furnish, through the Principal Investigator, to the Sponsor: (i) technical reports, data and other research deliverables, as outlined in Appendix A, and (ii) a final report. All reports and research deliverables are the property of the Sponsor. IPFW reserves the right to use such reports and deliverables for research and educational purposes subject to the confidentiality provisions of Article 11.

7. PROTOCOLS (If Applicable)

The Project is for the analysis of a material, product or device. The Sponsor will provide the material, product, or device to be analyzed along with the complete Protocol for the analysis. The Principal Investigator will follow all aspects of the Protocol.

8. EQUIPMENT

IPFW retains title to the equipment purchased for this Project with funds provided by Sponsor.

9. INTELLECTUAL PROPERTY

Any invention made strictly following the protocol or which read upon rights of patents owned by or assigned to the Sponsor will be the property of the Sponsor. All other inventions will belong to IPFW, with Sponsor having the first right to obtain a license under reasonable terms and conditions.

10. PUBLICATION RIGHTS

The data from the analysis will not be published without written permission of the Sponsor. Other aspects of the Project may be published and will include credit to the Sponsor for support of the Project.

11. SPONSOR CONFIDENTIAL INFORMATION

Should it be necessary for IPFW personnel to receive Sponsor Confidential Information, Sponsor agrees to state in writing at the time of delivery that such information is confidential, or if given orally, reduce to writing, clearly marked as confidential, within 30 days of the oral disclosure. IPFW and its personnel agree to safeguard Sponsor confidential material to the same extent it safeguards its own.

12. DISCLAIMER OF WARRANTY

THE PROJECT RESULTS, REPORTS, DATA, AND DELIVERABLES ARE PROVIDED TO THE SPONSORS "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IPFW SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES SUFFERED BY SPONSOR AS A RESULT OF SPONSOR'S USE OF PROJECT RESULTS, REPORTS, DATA, OR DELIVERABLES.

13. PUBLICITY

IPFW's name or logo may NOT be directly cited or displayed on any of the sponsor's publications, packaging, or audio/visual presentations when referencing the work performed by university staff under this agreement.

14. COMPLETION

IPFW will use its best efforts to complete the Project on time and in accordance with Appendix A. Because of the nature of this work IPFW does not guarantee Project completion within the Project Period. IPFW is not obligated to spend more on the Project than the funds provided by the Sponsor for the Project.

15. GENERAL

This instrument contains the entire Agreement between the parties with respect to the subject matter hereof. If Sponsor issues a purchase order to initiate the Project, the terms of this Agreement supersede the terms of the purchase order. Modifications to the terms of this Agreement are not valid unless made in writing and signed by authorized representatives of the parties. This Agreement is governed according to the laws of the State of Indiana.

Form # TA1 (rev.9/03)

INDIANA UNIVERSITY - PURDUE UNIVERSITY FORT WAYNE

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

SPONSOR

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_