

AUBURN UNIVERSITY
FIXED PRICE TECHNICAL ASSISTANCE AGREEMENT

This Agreement is made between _____, (Sponsor) located at _____ and Auburn University, (Auburn) located at HF€ Samford Hall, Auburn, AL 36849-5112.

The Sponsor desires to provide financial support for technical assistance services which are of mutual interest to Auburn and to Sponsor. The Project will further the Instructional, Research and Public Service missions of Auburn in a manner consistent with its status as a non-profit, tax-exempt, educational institution and may derive benefits for both Sponsor and Auburn. The details of the services are attached as Appendix A and incorporated by reference.

- 1. PROJECT TITLE** *details are given in Appendix A

- 2. PERSONNEL AND FACILITIES**
Auburn has the personnel and facilities necessary to complete the project. Auburn will undertake the project through its Department of: _____
Auburn'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. Dollars. (*Sponsor choose and initial the desired payment option*):

 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% withheld until receipt of final report.

If no payment option is checked, full payment will be due within 30 days after execution of this Agreement.

- 5. PAYMENT**
Make checks payable to Auburn University and mail to Director, Contracts and Grants Accounting, CEAT @ AU, 604 Hall E Auburn, AL 36849-5110.

- 6. TECHNICAL REPORTS**
Auburn agrees to furnish, through the Principal Investigator, to the Sponsor: (i) technical reports 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. Auburn reserves the right to use such reports and deliverables for research and educational purposes subject to the confidentiality provisions of Article 7.

- 7. SPONSOR CONFIDENTIAL INFORMATION**
Should it be necessary for Auburn 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, reduced to writing, clearly marked as confidential, within 30 days of the oral disclosure. Auburn and its personnel agree to safeguard Sponsor confidential material to the same extent it safeguards its own.

- 8. PUBLICATION RIGHTS**
The parties agree that Auburn may publish the results of the work in its own form. In all publications Sponsor will remain anonymous and proper confidentiality will be maintained, unless otherwise

specified by Sponsor. (*Sponsor choose and initial the desired review option*):

Sponsor desires a copy of any proposed publication **
____ 30 60 120 days in advance of submission to review for confidential information and material which would affect pending patents. Sponsor's review will be completed and any objections made within this period. Fair consideration shall be given to Sponsor's comments.
** (*please circle and initial one choice*)

Sponsor desires a copy of the publication.

- 9. DISCLAIMER OF WARRANTY**
THE SPONSOR WILL RECEIVE RESEARCH PROJECT RESULTS, REPORTS, DATA, AND DELIVERABLES "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AUBURN IS NOT 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.

- 10. PUBLICITY**
The parties will not use the name of the other or the other's project staff in any publicity, advertising, or new release without the prior written consent of the other. Sponsor will not state or imply that Auburn has tested or approved any product or process. Auburn shall be free to announce receipt of funding in routine campus announcements.

- 11. COMPLETION**
Auburn will use its best efforts to complete the Project on time and in accordance with Appendix A. The parties agree that the nature of research and the Project is such that Auburn does not guarantee the completion of the Project within the Project Period.

- 12. EQUIPMENT**
Auburn retains title to the equipment purchased for this project with funds provided by Sponsor.

- 13. 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 the Agreement supersede in their entirety the Terms of the purchase order. No modification to the terms of the Agreement shall be valid unless made in writing and signed by authorized representatives of the parties. The Agreement is governed according to the laws of the State of Alabama

AUBURN UNIVERSITY

SPONSOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____