1. **Introduction**
This agreement, effective xxxxxx, by and between the University of Kansas Center for Research, Inc., Lawrence, Kansas, (hereinafter referred to as KUCR), a not-for-profit corporation affiliated with the University of Kansas, organized and existing under the laws of the State of Kansas, and xxxxxx, (hereinafter referred to as SELLER) is made under the following terms.

2. **Description**
The SELLER will perform the service as outlined in the statement of work below.

3. **Term**
The SELLER will complete the services between xx/xx/xxxx and xx/xx/xxxx.

4. **Cost**
KUCR agrees to pay SELLER an amount not to exceed $xxxxx to cover the cost of all direct labor, supervision, supplies, materials, travel and other operating and incidental expenses necessary for the satisfactory completion of the service. SELLER agrees that no amount in excess of the fixed amount stated above will be paid without the prior written approval of KUCR.

5. **Payments**
a) Payments will be made by KUCR to SELLER promptly after receipt of invoices submitted to KUCR by SELLER:

Final payment will be made upon completion of services described in this agreement and acceptance by KUCR of the final invoice. The final invoice must be received by KUCR no later than 30 days after agreement end date.

b) Invoices shall be submitted by SELLER to:
   University of Kansas Center for Research, Inc.
   Business Office
   2385 Irving Hill Rd.
   Lawrence, KS  66045-7563

   **Each invoice must reference the Agreement for Services Number shown above.**
6. **Duties of SELLER**
   a) SELLER shall provide facilities, including office, laboratory, and field space, required for the project, as well as any necessary equipment.

   b) SELLER shall render periodic progress reports regarding the investigation as directed by KUCR.

   c) SELLER shall maintain financial records, supporting documents, and other records pertaining to all costs and expenditures incurred under this contract for a period of three years following the submission of the final expenditure report. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings have been resolved.

7. **Ownership Rights**
   All products developed under the terms of this Agreement shall become the sole property of KUCR at the conclusion of this Agreement.

8. **Indemnification**
   Each party agrees to accept the responsibility for claims for injury or damage to any person or persons or property that arise solely out of that party’s negligent acts or omissions in connection with this project. Each party further agrees that the other party shall not be liable for damages arising solely from injuries or damages sustained by any person or persons or property resulting from its own negligent performance or omission under this Agreement.

9. **Nature of Relationship**
   SELLER is an independent contractor and shall not act as an agent for KUCR, nor shall SELLER be deemed to be an employee of KUCR for any purposes whatsoever. SELLER shall not enter into any agreement or incur any obligations on KUCR'S behalf, or commit KUCR in any manner without KUCR'S prior written consent.

10. **Publications**
    All products or services rendered under this agreement by SELLER for KUCR may be the subject of publications by KUCR without further consideration of SELLER. KUCR shall have exclusive rights to use all such information for any purpose whatsoever.

11. **Publicity**
    The SELLER shall not use directly or by implication the name of the University of Kansas, KUCR or the name of any of their employees in any statements, information, publicity or advertising of any nature, unless copy is submitted and written approval of the Chancellor of the University of Kansas is obtained prior to the disclosure of any such statement, information, publicity or advertising.
12. **Extension**  
The parties may agree to continue the work under this agreement beyond the termination date for additional periods under terms provided for in writing and approved by both parties.

13. **Termination**  
Either party may terminate this agreement provided the other party receives written notification thirty (30) days prior to the proposed termination date. In the event of termination, SELLER shall be paid for all allowable costs and noncancelable obligations incurred prior to the date of termination.

14. **Assignment**  
SELLER shall not assign or transfer this contract or any interest therein to any party.

15. **Human Subjects**  
If this project involves the use of human subjects, SELLER certifies that the participation of all human subjects in this project has been reviewed and approved by the cognizant Institutional Review Board in accordance with DHHS Regulations (45 CFR, Part 46) and will continue to be reviewed and approved in the event this agreement is extended by mutual consent beyond the current period of performance.

16. **Copyright**  
Copyright to copyrightable materials, including computer software, first created by SELLER’S personnel in the performance of the work funded under this contract shall vest in KUCR.

17. **Severability**  
If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

18. **Entirety of Agreement**  
This document, together with attachments, constitutes the entire agreement between KUCR and the SELLER with respect to this research project. Any modification of this agreement shall be in writing and shall be signed by both parties.
19. **Communication**

Contact names and addresses for each party are as follows:

**SELLER**
- name
- address
- address
- city/state/zip
- phone/email

**Technical Issues**
- Same as above

**KUCR**

**Contracts and Administrative Issues**

University of Kansas Center for Research, Inc.
Attn: Jay Darnell
2385 Irving Hill Road
Lawrence, KS  66045-7563
785 864-7775
jdarnell@ku.edu

**Technical Issues**
- Name
- Address
- Address
- City/state/zip
- Phone/email
In witness whereof, KUCR and SELLER have executed this agreement as of the date first above written.

THE UNIVERSITY OF KANSAS
CENTER FOR RESEARCH, INC.

__________  _____________________
Linda M. Sadler Seller
Director, KUCR Financial Services
KUCR Chief Financial Officer

________________________  ______________________
Title: Date________________________  Date_______________________

KUCR Project Number: 5