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 non-Vanderbilt academic institutions, other non-profit organizations 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 Office of Research, provided there are no substantial changes to the standard terms and conditions.
4. If the non-Vanderbilt 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 Contracts Management through PEER for review, negotiation and final approval.
5. All signatures should be obtained for the following before submitting to the Office of Research for approval and final signature:
* Receiving Vanderbilt Core Lab Director
* Provider-Authorized Personnel/Investigator
* Provider Institutional Official Authorized to Pay Charges
1. The core laboratory manager and/or business manager should keep the fully executed (i.e. signed by all parties) agreement on file.
2. The core laboratory manager and/or business manager are responsible for following up on the agreement to complete the scope of work and collect all payments due promptly.

Questions should be directed to Susan Meyn in the Office of Research.

Definitions:

**Receiving Core Lab** – the Vanderbilt core laboratory that provides service

**Sample Provider or Provider –** the non-Vanderbilt investigator and his/her institution, organization or company.

**Provider Institutional Official Authorized for Charges** – the non-Vanderbilt institutional official who is authorized to pay charges on invoicing. This is not the investigator, but will be someone in the institution’s central finance office.

**Research Core Services Agreement**

THIS AGREEMENT is entered into by and between Vanderbilt University Medical Center, on behalf of its receiving core lab specified below;

**Receiving Core Lab**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as "Core Lab ")

AND

**Sample Provider** (hereinafter referred to as "Provider "):

 ***Provider Project Information:***

 First Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ***Provider Billing Information:***

Company/Institution Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Person to Receive Invoice: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address Line 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address Line 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Invoice Submission Email Address:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 *Note: Invoices will be submitted by email.*

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, Provider 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:**

Provider agrees to compensate Core Lab for all services provided by Core Lab in accordance with the rates specified in Addendum I – Scope of Work.

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 make check payable to Vanderbilt University, School of Medicine, and reference the invoice number and Core Lab and forward with a copy of the invoice to:

 Attn: Susan Meyn

 Director, Research Resources

 Vanderbilt University Medical Center

 Department of Finance

 Dept. 1236

P.O. Box 121236

Dallas, TX  75312-1236

**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.

**DISCRIMINATION**:

In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and 1975 and the Americans with Disabilities Act of 1990, and Title VI of the Civil Rights Act of 1964, the parties hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, programs, or activities; its admissions policies; other programs; or employment.

**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 State of Tennessee. Each party hereby irrevocably consents to the jurisdiction of all state and federal courts sitting in Davidson County, Tennessee, 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.

**ENTIRE AGREEMENT**:

This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and supersedes and replaces all prior agreements, both oral and written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date specified above.

|  |  |  |
| --- | --- | --- |
| **Receiving** **Vanderbilt Core Lab Director**Type Name: | **Signature:** | **Date:** |
| **Provider Authorized Personnel/Investigator**Type Name and Title:Phone Number:Email Address: | **Signature:** | **Date:** |
| **Provider Institutional Official Authorized for Charges** Typed Name and Title:Phone Number:Email Address: | **Signature:** | **Date:** |
| **Receiving** **Vanderbilt University Medical Center Office of Research Reviewer:**Jessie Pirtle | **Signature:** | **Date:** |
| **Receiving** **Vanderbilt University Medical Center Office of Research** Susan MeynDirector, Research Resources | **Signature:** | **Date:** |