

STANDARD SERVICES AGREEMENT  
 OTRADI Testing Services Agreement  
**TITLE OF PROJECT**

PARTIES (the "Parties")	
"Contractor"	"Company"
Oregon Translational Research and Drug Development Institute (OTRADI)	<b>CONTACT PERSON OR COMPANY</b>
Mailing Address: P.O. Box 489 Portland, OR 97207-0489	Address: <b>ADDRESS OF CONTACT</b>
Physical Address: 1717 SW 10 <sup>th</sup> Ave. Ste. 4 Portland, OR 97201	
Contact: M. Patricia Beckmann, Ph.D.	Contact:
Phone: (503) 227-1814	Phone:
Email: pbeckmann@otradi.org	Email:

TABLE
Attachment A – Standard Terms and Conditions (the "Standard Terms")
Attachment B - Description of the Services and Pricing
Effective Date: <b>START DATE</b>
Expiration Date: <b>END DATE</b>

- A. Contractor will perform the services described on Attachment B (the "**Standard Services**") from the Effective Date through the Expiration Date (the "**Term**"), and Company will pay Contractor for the Standard Services at the price and cost set forth on Attachment B. If during the Term, Company issues a purchase order for any services other than the Standard Services (the "**Extra Work**" and together with the Standard Services, the "**Services**") and Contractor accepts that purchase order in writing, Contractor will perform that Extra Work at the price and cost for the Extra Work set forth in that purchase order.
- B. The Services and the Parties' rights and obligations under this Standard Services Agreement and Attachment B are subject to the attached Standard Terms (collectively, this "**Agreement**"). **This Agreement replaces and supersedes all prior or contemporaneous proposals, understandings and agreements, written, electronic or oral, as well as all other communications between Contractor and Company concerning the subject matter of this Agreement. To the extent any invoice, purchase order or any other document issued by either Party conflicts with the Standard Terms, those additional or inconsistent terms will not have any force or effect and the Standard Terms will control unless a duly authorized representative of each Party executes that document.**

<b>CONTRACTOR:</b>	<b>COMPANY:</b>
OREGON TRANSLATIONAL RESEARCH AND DRUG DEVELOPMENT INSTITUTE	<b>CONTACT PERSON OR COMPANY</b>
By: _____ Name: M. Patricia Beckmann, Ph.D. Title: Executive Director Date:	By: _____ Name: Title: Date:

STANDARD TERMS AND CONDITIONS

1. **Payment.** Company will pay 50% of the price and cost set forth in Section 2 of Attachment B on the signing of this Agreement and 50% of the actual or estimated price and cost for any Extra Work on the signing of the purchase order relating to the Extra Work. On completion of the Standard Services or Extra Work, Contractor will issue an invoice to Company for all sums due and owing to Contractor under this Agreement. Each invoice will include (a) the amount due; and (b) all taxes that Contractor is legally required to collect from Company and that Contractor will remit to the appropriate governmental authorities. Company will pay the amount properly invoiced within 15 days after its receipt of each invoice. Any sums not paid when due will bear interest at 12% per annum until paid.
2. **Representations, Warranties, Remedy.** Contractor represents, warrants and covenants that: (a) the Services will be free, in all material respects, from defects in workmanship; and (b) the Services will conform in all material respects to the requirements set forth in Attachment B. Should the Services fail to conform to the warranties and covenants in this Section, Company's sole and exclusive remedy will be to require Contractor to reperform any nonconforming Services within a reasonable time under the circumstances.
3. **Disclaimer of Implied Warranties; Limitations.** **EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Neither Party will be liable to the other Party for any lost profits, lost business, and/or indirect, consequential, special, punitive, exemplary or incidental damages of any kind, however caused, arising out of or related to this Agreement or the Services, even if it has been advised of the possibility of those damages. Contractor's liability for money damages, however caused, arising out of or related to this Agreement or the Services will not exceed the total amount paid to Contractor under this Agreement.
4. **Confidentiality.** In the performance of the Services, Contractor may have or be given access to Confidential Information (as defined below) of Company, the disclosure of which would cause substantial or irreparable harm to Company. Contractor will not at any time or in any manner, without Company's prior written consent, use any Confidential Information except to perform the Services or in connection with this Agreement. "Confidential Information" means all of Company's proprietary information, including, without limitation, any know-how, scientific data, patent applications, chemical compounds, assays, formulas, biological materials, processes, methods, and test results. The obligations imposed by this Section 4 will not apply with respect to (a) disclosure of information required by law, regulation or judicial process, provided that Contractor, if commercially reasonable, will give Company reasonable advance notice of the required disclosure and Contractor will cooperate with Company in limiting such disclosure and in obtaining protective orders where appropriate; (b) information that is or becomes available to Contractor on a non-confidential basis from a source other than Company, provided that such source is not prohibited from disclosing such information by a contractual, legal, or other obligation; (c) information that was known by Contractor on a non-confidential basis prior to disclosure of the information to Contractor by Company; or (d) information that Contractor can show that it developed independently without the use of Confidential Information.
5. **Independent Contractor.** Contractor is an independent contractor of Company, not Company's agent, partner, employee or a party to a joint venture with Company. Contractor acknowledges that Contractor, its employees and permitted subcontractors will not be eligible to participate in or receive any benefit from any benefit plan or program available to Company's employees. Company will not (a) provide workers' compensation coverage for Contractor, its employees or permitted subcontractors or (b) withhold or pay any federal, state or local income taxes (domestic or foreign), FICA, Medicare, unemployment insurance, workers' compensation insurance, or other taxes or assessments on account of payments Company makes under this Agreement. Contractor will have sole responsibility for the payment of all applicable taxes and withholdings with respect to compensation paid to Contractor and Contractor's employees and permitted subcontractors. Except as expressly required by this Agreement, Contractor retains sole and absolute discretion as to the manner and means of carrying out its obligations under this Agreement, and Company will have no right or obligation to direct or control Contractor's working conditions or activities.

6. **Insurance.** Contractor will maintain workers compensation, commercial general liability, and business automobile liability insurance, with reputable carriers in amounts and with deductibles that are standard for providers of services that are similar to Services.
7. **Termination; Survival.** Either may terminate this Agreement at any time for its convenience by giving the other party at least 30 day's prior written notice. If one Party breaches a material provision of this Agreement and (a) that breach is not capable of being cured; or (b) if that breach is capable of being cured, it remains uncured for 30 days after the breaching Party receives notice of that breach, the nonbreaching Party may terminate this Agreement effective immediately. Sections 1, 2, 3, 4, 6, 7, 8, 9, 10 and each other provision of this Agreement that expressly or by its nature provides for rights, obligations or remedies that extend beyond the expiration or earlier termination of this Agreement; and all claims that arose before the expiration or earlier termination of this Agreement will survive the termination or full performance of this Agreement.
8. **Assignment; Successors.** Neither Party will not assign any right or subcontract or otherwise delegate any duty under this Agreement without the prior written consent of an authorized representative of the other Party, which will not be unreasonably withheld, conditioned or delayed. This Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates.
9. **Governing Law; Attorney Fees.** This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Oregon, without reference to its conflicts of law or choice of law principles. If the Services or this Agreement become the subject of any dispute, the prevailing Party will be entitled to recover its attorney fees and costs incurred prior to, at trial (including a bankruptcy proceeding) and in any post judgment proceeding.
10. **Waiver; Amendment.** A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion. The Parties may amend this Agreement only in a writing executed by an authorized representative of each Party.

**Attachment B**

**TITLE OF PROJECT**

**A. Description of Services:**

**(NOTE: This section includes a Scope of Work—a short description of the work to be completed by OTRADI with a table breaking down costs (inc. overhead).**

The following are the cost estimates for the proposed work, in which...

Scope of Work Description

**Example of Cost estimate:**

	Unit Cost	Units	Cost
384 well Greiner plates	8.85	6	53.10
Nested robot 200 tips	6.53	12	78.36
Programming	100	2	200
Set-up/cleanup	100	0.5	50
Machine time	100	0.5	50

	Subtotal	431.46
OTRADI overhead charge		151.01
	<b>Total</b>	<b>\$582.47</b>