

**Lehigh University
Testing Services Agreement**

This Agreement is to formalize the request of _____ (“Company”) for testing services from the Center for Advanced Materials and Nanotechnology (“CAMN”) at Lehigh University (collectively “University”). All services are provided on the terms and conditions set forth in this Agreement.

1. Purpose. The University, through CAMN, will perform the services and provide the deliverables described in Section 1 of Exhibit A to this Agreement.
2. Payment. Company agrees to pay upon receipt of an invoice the sum described in Section 2 of Exhibit A. Payment will be made in lawful money of the United States of America. Payments not made in full within thirty (30) days of the date of the invoice will bear interest at a rate of eighteen percent (18%) per annum. Company will be liable for any and all costs and expenses incurred by University in enforcing this Agreement.
3. Confidentiality. “Confidential Information” shall mean any materials, written information, and data marked “Confidential” by Company or non-written information and data disclosed by Company that is clearly and conspicuously identified at the time of its disclosure to the University as confidential and is reduced to writing and transmitted to the University within thirty (30) days of such non-written disclosure. University agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, to maintain as confidential for a period of two (2) years the Confidential Information that Company discloses to University under this Agreement. University’s obligations hereunder do not apply to information in the public domain or independently known or obtained by University.
4. Intellectual Property. As the University will be conducting testing only (no research), University has no interest in the Deliverables provided under this Agreement.
5. Publicity. Neither party will use the name, service mark, trademark, or abbreviation thereof of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representatives of the other party.
6. Termination. Either party may terminate this Agreement upon written notice to the other at the address set forth in Section 3 of Exhibit A. Company shall reimburse University for all reasonable costs and non-cancelable obligations incurred by the University at the time of termination. At Company’s request and expense, University will return to Company or destroy all unused materials provided by Company.
7. Independent Contractor. The parties are independent contractors and not partners, joint venturers, or principal and agent.
8. LIABILITY. IN NO EVENT WILL THE UNIVERSITY BE RESPONSIBLE FOR ANY DAMAGES OR PENALTIES RESULTING FROM UNIVERSITY’S FAILURE TO PROVIDE OR DELAY IN PROVIDING THE SERVICES OR DELIVERABLES. IF A SERVICE OR DELIVERABLE IS FOUND, WITHIN SIX MONTHS OF INVOICE THEREFOR, TO BE DEFECTIVE OR INACCURATE, THE UNIVERSITY WILL PROVIDE THE SERVICE OR DELIVERABLE AGAIN AT NO COST TO

COMPANY. THIS IS COMPANY'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT. THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND UNIVERSITY EXPRESSLY DISCLAIMS ANY WARRANTIES EXISTING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO THOSE WHICH ARE EXPRESS OR IMPLIED. IN NO EVENT WILL UNIVERSITY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, NOR WILL THE UNIVERSITY'S AGGREGATE LIABILITY TO COMPANY EVER EXCEED THE AMOUNT PAID BY COMPANY UNDER THIS AGREEMENT. COMPANY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS UNIVERSITY AGAINST ANY CLAIMS ARISING OUT OF COMPANY'S USE, COMMERCIAL SALE, OR DISTRIBUTION OF THE DELIVERABLES OR PRODUCTS OR PROCESSES RESULTING THEREFROM OR COMPANY'S RELIANCE UPON THE DELIVERABLES.

9. Insurance. If requested, Company will provide University with evidence of satisfactory insurance coverages to support its obligations under paragraph 8 and other applicable provisions of this Agreement. Company agrees that in the event of loss or damage to the materials submitted for testing, the value of such materials will be considered to be zero unless the parties agree to assign a value in writing on or before this Agreement is signed.

10. General. This Agreement is non-assignable and non-transferable. Any legal proceeding instituted by Company shall be in the courts in Northampton County, Pennsylvania or the Eastern District of Pennsylvania. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Company certifies that it is duly authorized to enter into this Agreement and that this Agreement is binding upon it.

The Company, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative on the date set forth below.

Company: _____
Signature: _____
Name and Title: _____
Date: _____

LEHIGH UNIVERSITY:
Signature: _____
Name and Title: Martin P. Harmer, Director, CAMN
Date: _____

Appendix A to Lehigh University Testing Services Agreement*
Contract No. _____

1. Services, Deliverables, or Nature of Work

2. Project Period (3 month maximum)

3. Amount Payable

In accordance with attached Equipment and Labor Rates Sheet (External Rates), plus indicated overhead charges.

4. Does the project involve the use of:

- Radioactive material/radiation-producing equipment? No Yes
- Potentially infectious agents, incl. human blood/tissue? No Yes
- Human Carcinogens? No Yes
- In Vitro Formation of Recombinant DNA? No Yes
- Hazardous Materials/Gases? No Yes

5. Contact Information

CAMN

Gene Lucadamo, Industrial Liaison Officer, 610-758-4855; eal7@lehigh.edu

Deanne Hoenscheid, Administrative Manager, 610-758-3863, dlh3@lehigh.edu

Center for Advanced Materials and Nanotechnology

Lehigh University

15 E. Packer Ave.

Bethlehem, PA 18015

Company

**Please note that this Appendix must be completed to execute agreement.*

Appendix B
To CAMN Testing Services Agreement

CAMN Industrial Liaison Program		
Labor and Equipment Rates – Partial List		
<i>An administrative fee of 58.73% will be added to these rates</i>		
<i>Rates Subject to Change</i>		
Description	External Rate	
LABOR RATES (plus employee benefits charges of 0%-32.7%):		
Students	25	
Technicians	50-60	
Research Scientists	50-75	
Faculty	100	
EQUIPMENT RATES:		
SEM		
Hitachi 4300 FEGSEM	400	
JEOL 6400F CL SEM	350	
FEI Strata DB 235 FIB	400	
JEOL 733 EPMA Microprobe	350	
FEI XL30 ESEM (Environmental)	400	
FEI 535 SEM	375	
TEM		
JEOL 2000FX TEM	350	
Philips EM 420 TEM	300	
JEOL 2200FS	500	
STEM		
VG HB 603 Scanning TEM	600	
GEMINI-LEO Electron Beam (Nanolithography) – <i>Sherman Fairchild Laboratory</i>	600	
Specimen Prep		
Ion Micro Mill (PIPS)	5/sample	
Evaporator	7/sample	
Plasma Cleaner	1/sample	
Atomic Force Microscopy (Nanoscope/Hysitron)	150	
Atomic Force Microscopy (Asylum Research, MFP-3D Bio)	200	
Profilometer	60 up to 10 hrs; 3 over 10 hours	

Scienta ESCA 300 (equipment time only)	160	
Laser Raman System	312.50 (or 2500/day)	
UV-Vis-NIR DRS Spectroscopy	312.50 (or 2500/day)	
Solid State NMR	70 (or 700/day)	
FTIR Spectrometer	175	
Light Optical Microscopy supplies	35/sample	
Leco Microhardness tester	60	
Leco M400, Leco M100	60	
Light Optical Metallographs (Olympus Vanox)	40	
Quantitative Scope (Nikon Microphet w/Digitalizing pad)	30	
Automatic Polishers	30/run	
Clemex (Imaging)	100	
Abrasive Cutting:		
Leco CM-20	6/cut	
Buehler Isomet	4/cut	
Struers Accuton-50	8/cut	
Furnaces (rate listed for up to 48 hrs; then \$3/hr)	12	
With gas (rate listed for up to 48 hrs; then \$5/hr)	14	
Salt Bath (rate listed for up to 48 hrs; then \$3/hr)	12	
X-Ray Facility	100	
Sputtering System	300/run	
TG/DTA Thermal Analysis (Dilatometer)	330/run	
High Speed Saw (Struers)	50/cut	
Wire Saw	12/cut	
Particle Size Analyzer (LA 910)	100/sample	
Resistance Furnace	4	
Isopress	75/run	
Hi Temp Furnace < 24 hrs	500/run (run=<24 hrs)	
Hi Temp Furnace > 24 hrs	20	
Vacuum Hot Press < 24 hrs	500/run (run=<24 hrs)	
Vacuum Hot Press > 24 hrs	20	
Diamond Saw	6	
Rheovibron	20	
Clean Room DI H2O system	50/gal	
Clean Room	120	

Inst Cap Rheometer	50	
Brabender Extruder	40	
Rotary Viscometer	40	
Tetrahedron Press	42	
DSC/TGA	40	
DMA/TMA/DEA	40	
Rheometrics (without liquid nitrogen)	200/run	
Rheometrics (with liquid nitrogen)	250/run	
Flow Calorimetry	100/run	
Environmental Chambers	210/week	
C-SAM	75	
UV Ozone Chamber	5	
Contact Angle Goniometer	50	
Met Mechanical Testing	60	
- w/extensometer	80	
Instron Fatigue w/computer	25	
Instron Fatigue w/o computer	15	
Izod Impact Tester	5/sample	
Evaporator System	40	
Thin Film Mech Test System	40/run	