

# North Carolina State University

## The Nonwovens Institute Fabrication & Testing Services Order Form

### The Nonwovens Institute

Contact Name: \_\_\_\_\_

Mailing Address: 1010 Main Campus Drive  
Raleigh, NC 27606

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

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Not to Exceed Cost: \$ \_\_\_\_\_

Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
mm/dd/yyyy mm/dd/yyyy

Payment Terms: See Attachment -  
Trial and Testing Guidelines and Requirements (Default)  
OR NET \_\_\_\_\_ upon receipt of Invoice

### Please check primary type of Requested Services:

- Fabrication Services
- Testing Services
- Other Professional Services

### Description of Requested Services (Use additional sheets if necessary):

Please complete the "Trial Plan" or "Testing Plan" attachment and the sign the "Trial and Testing Guidelines and Requirements".

### Terms and Conditions

**1) Requested Services.** North Carolina State University ("NC State") through its Nonwovens Institute ("NWI") offers testing and fabrication services. Client has instructed NWI to undertake the specific services described above ("Requested Services"). In consideration of Client's payment to NWI in accordance with the terms stated above, NWI shall perform the Requested Services. Should processing of this Order require issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in entirety.

**2) Reports.** Upon written request, NWI shall provide to Client a report of the results from performing the Requested Services. Such report will include data obtained from the Requested Services. Client shall be free to use any information provided in the report as it deems fit.

**3) Confidentiality.** Any confidential or proprietary information disclosed by Client to NC State ("Confidential Information") shall be disclosed in writing and designated as confidential and/or proprietary, or if disclosed orally, shall be confirmed in writing and designated confidential and/or proprietary within thirty (30) days of such disclosure. NC State shall use the Confidential Information only for the purpose of this Order and further agrees that it will not disclose or publish such Confidential Information except that the foregoing restrictions shall not apply to: (a) Confidential Information which is or becomes publicly known through no fault of NC State; (b) Confidential Information learned from a third party entitled to disclose such information; (c) Confidential Information already known to or developed by NC State prior to receipt hereunder, or information independently

### Client

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Send Invoice to: (if different from above)

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Client Purchase Order Number: \_\_\_\_\_

developed at any time by NC State personnel not privy to the Confidential Information, as shown by NC State's written records; or (d) Confidential Information required to be disclosed by operation of law (including, but not limited to, the North Carolina Public Records Act) or court order. The obligation of confidentiality imposed by this Section shall expire three (3) years following the expiration or termination of this Agreement. NC State will use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized, or mistaken disclosure or use by its employees of Confidential Information. For avoidance of doubt, data, information, results, materials, or products of the Requested Services shall be considered Confidential Information for the purposes of this Agreement and treated as provided in this Section.

**4) Intellectual Property.** It is not anticipated that intellectual property will arise in NC State's performance of this Agreement. However, in the event of an invention by at least one employee of NC State, the intellectual property shall be owned as follows: a) NC State shall have no right, title or interest in any invention arising from performance of the Requested Services which involve the use of, composition of, or improvement to Client-provided materials or information, or a derivative, analogue thereof; and b) Client shall have no right, title or interest in any invention arising from performance of the Requested Services which cover a scientific or analytical measurement process, technique, procedure, medium, device or other process which is not unique to testing or fabricating Client's proprietary materials or does not derive from Client's Confidential Information.

**5) Publicity.** Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party.

**6) Termination.** Either party may terminate this Order upon thirty (30) days prior written notice to the other party. All reasonable costs and non-cancelable obligations incurred by University at the time of said termination shall be reimbursed by Client. At the request of Client, all unused Client-provided materials at the time of termination shall either be returned to Client or destroyed by NC State at the Client's expense.

**7) Independent Contractor.** In the performance of the Requested Services, NC State shall be deemed to be and shall be an independent contractor.

**8) No Warranties and Indemnity.** NC State makes no warranties, express or implied, regarding the quality of product produced under this Order Form. NC State shall use its reasonable efforts to perform the Requested Services. NC State does not warrant or guarantee any results from a given project. NC State shall not be liable for Client's use of the report or other information provided by NWI. Client shall indemnify and hold harmless NC State against any claims and costs (including attorney's fees) arising out of Client's commercial sale or distribution of products or processes developed under this Order Form

**9) Export Control.** NC State will not accept export-controlled materials or technical information under this Order Form. Client hereby represents and warrants that materials and technical information provided to NC State do not require any license from the U.S. government before being exported.

**10) Hazardous Materials.** All materials provided by Client must be accompanied by the appropriate environmental and safety information for those materials as required by law.

**11) Additional Terms and Requirements.** Additional terms, conditions, and requirements controlling the Requested Services are provided in the attached Trial/Testing Plan and Trial and Testing Guidelines and Requirements, which are hereby incorporated by reference.

**12) Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina. Where Client is a Non-North Carolina state governmental entity, including a state public institution, this Section will be deemed to be deleted and replaced with the following: "Nothing in this Agreement is intended to cause Client to waive the legal immunities and defenses provided under its State laws."

By an Authorized Official of NC State University

By an Authorized Official of Client

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signatories for NWI:

Behnam Pourdeyhimi, Executive Director, the Nonwovens Institute  
Alyson G. Wilson, Interim Vice Chancellor for Research & Innovation