

Duke University  
 Duke Network Analysis Center  
 140 Science Drive  
 Gross Hall, Box 90989  
 Durham, NC 27710  
 Tel: 919-681-5930  
 Email: jmoody77@soc.duke.edu

**Research Analysis Quotation and Agreement**

**To:** [Institution Name] ("Requestor")  
 Attn:  
 Address:  
  
 Phone Number:  
 Fax Number:  
 Email Address:

**Quote No.** \_\_\_\_\_  
**Quote Date:** \_\_\_\_\_  
**Quote Expires:** \_\_\_\_\_

**Payment Terms:** Invoice Due upon Receipt

**Project Description:** \_\_\_\_\_  
 Proposed completion date: \_\_\_\_\_

Item	Description	Qty	Price/Unit (USD)	Total (USD)
1				
2				
3				
4				
5				
6				
	SUBTOTAL			
	<b>TOTAL</b>			

By executing this Research Analysis Quotation and Agreement ("Agreement"), the Requestor hereby contracts with Duke University (Duke Network Analysis Center) to carry out the analyses described above and agrees to pay the prices and totals set forth above for said analyses.

The amounts quoted above are specific to the analyses requested. Any additions or changes may incur additional charges. The conduct of the analyses shall be consistent with Duke's status as a tax-exempt, nonprofit education, research and health care organization.

This agreement shall be subject to the attached terms and conditions which are incorporated by reference and made a part of this Agreement.

Priority of University Work. University work always has priority over work to be performed for non-University users.

If you wish to proceed with the analyses, please sign this Agreement below, accepting the prices above and the attached terms and conditions, and return the form to the indicated address.

AGREED:

\_\_\_\_\_  
**Director**  
 [Duke Network Analysis Center]  
 PH: (919) 681-5930  
 Date signed:

By: \_\_\_\_\_  
 Name:  
 Title:  
 PH: (919)  
 Date signed:

## Terms and Conditions: Research Analysis

Whereas, Duke University ("Duke"), through its [Duke Network Analysis Center] (the "Center") has special capabilities to conduct certain research analyses as described in the Project Description (the "Analyses").

Whereas, the Center currently has capacity to conduct Analyses beyond that needed for research projects conducted by Duke faculty, and Center is willing to conduct Analyses on materials provided by Requestor (the "samples"), subject to the terms and conditions set forth herein and in furtherance of non-commercial research with the goal of advancing fundamental research carried out for a scientific purpose.

Payment. Fees for services by Center shall be based upon Center's most recent approved rates. University policy requires the Center to recover the full cost of providing services; rates are reviewed regularly and are subject to change. Facility will provide Sponsor 30 days' written notice of any proposed rate change and an option to amend or terminate the agreement.

1. In consideration of the conduct of the Analyses by the Center, Requestor shall pay the amount set forth in the Project Description. Payments shall be made by Requestor promptly upon receipt from Center of invoices for work completed. Payments shall be made to Duke University (EIN 56-0532129) and sent to the following address:

Duke University  
Duke Network Analysis Center  
140 Science Drive  
Gross Hall, Box 90989  
Durham, NC 27710

2. The Center will complete analysis within 7 days of the proposed completion date. If this date cannot be met, the center will notify the Requestor 14 days in advance of the original deadline.

3. This Agreement shall terminate upon completion of the Analyses and delivery of the Results to Requestor. Either party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice of termination. In case of termination by Requestor, Requestor shall pay all amounts due for Analyses completed prior to termination, and shall reimburse costs of returning unanalyzed Data to Requestor. In case of termination by Duke, Requestor shall pay all amounts due for Analyses completed prior to termination, and Duke shall promptly return unanalyzed Data to Requestor at Duke's expense. Paragraphs 7, 8, 9, and 10 shall survive termination.

4. Requestor represents and warrants that it has the full right to provide the Data to Duke for the purpose of the Analyses, and that it has obtained any necessary informed consent, or authorization, required in order to collect the Data and provide them to Duke for the purpose of the Analyses. The Center shall use the Data solely for the purpose of the Analyses and shall not further distribute the Data to any third party. All right, title and interest in and to the Data shall remain vested solely with Requestor and no right, title or interest therein is transferred or granted to Duke under this Agreement.

5. If the Data are derived from human subjects, Requestor shall deidentify the Samples, and all information provided therewith, and shall remove all Protected Health Information ("PHI"), as defined by the Federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), as amended ("HIPPA", 45 C.F.R. 160 and 164). Requestor shall not provide Duke with any information that could be used to identify the subjects from whom the Data were collected. Duke shall not make any attempt to determine the identity of those subjects, or to contact the subjects.

6. The parties acknowledge that human-derived materials may pose known, or unknown, health or safety risks and each shall handle the Data accordingly, and in compliance with all applicable laws and regulations.

7. The Requestor acknowledges that the Analyses are not performed under Good Center Practices as that term is defined by federal regulation.

8. This Agreement shall not be taken as a grant from one Party of any rights under any patent applications, trade secrets, or other proprietary rights of the other Party. Duke shall have no rights in any new inventions, developments, or discoveries made by Requestor as a result of the Requestor's use of the Results provided herein. Duke shall be free to

use the Results for its own educational, research and health care purposes, including but not limited to improving and validating Duke's analytical methods, and advancing the knowledge and skills of its students and employees.

9. DUKE MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE RESULTS ARE PROVIDED BY DUKE TO REQUESTOR "AS IS". THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE RESULTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS. THE RESULTS PROVIDED BY DUKE SHALL NOT BE USED FOR THE DIAGNOSIS OF DISEASE OR TO GUIDE THE TREATMENT OF ANY INDIVIDUAL PATIENT OR RESEARCH SUBJECT.

10. Each party shall be solely responsible for its own acts or omissions in its performance hereunder, and each shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to its own acts or omissions; provided, however, that neither party shall be responsible to the extent of the other party's negligence or willful misconduct. Duke explicitly disclaims any liability whatsoever for any claims, third party or otherwise, arising from Requestor's use of the Results.

11. Neither party will, without the prior written consent of the other party, use in advertising, publicity, or otherwise, the name, trademark, logo, symbol, or other image of the other party or that party's employee or agent, except that Requestor may acknowledge in academic publications that the Analyses were conducted by the Center.

12. Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

13. Duke's relationship to Requestor under this Agreement is that of an independent contractor and not an agent, joint venturer or partner of Requestor.

14. Each party shall comply with all applicable federal, state, and local laws and regulations in the conduct of the work contemplated herein.

15. This Agreement represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties as to its subject matter. Any alteration, modification, or amendment to this Agreement must be in writing and signed by both parties. The terms of this Agreement explicitly supersede and replace the terms of any purchase order or other documents required by Requestor to facilitate payment of amounts due hereunder, notwithstanding any provision otherwise in such purchase order or other document.

16. Neither party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately the result of causes beyond that party's reasonable control and occurring without its fault or negligence.

17. Indemnification and Insurance. The parties shall defend, indemnify, and hold one another, their officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

*{End of Terms and Conditions}*