FEE-FOR-SERVICE AGREEMENT

FEE-FOR-SERVICE AGREEMENT between THE CENTER FOR ADVANCED METALLIC AND CERAMIC SYSTEMS at The Johns Hopkins University, hereinafter referred to as “CAMCS,” and ________________ hereinafter referred to as the “Company.”

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I: STATEMENT OF WORK. CAMCS agrees to use reasonable efforts to perform Attachment A Statement of Work, hereinafter referred to as the “Work.” CAMCS will insure that any Work involving human subjects or materials has received appropriate by the Institutional Review Board for Human Use prior to testing.

ARTICLE II: PRINCIPAL. The Work will be supervised by Prof. K.T. Ramesh. If, for any reason Prof. K.T. Ramesh is unable to continue as principal and a successor acceptable to both CAMCS and the Company is not available, this Agreement shall be terminated as provided in Article VI.

ARTICLE III: PERIOD OF PERFORMANCE. The performance of this Agreement shall begin __________, and shall not extend beyond the estimated completion date of __________, unless the parties mutually agree otherwise. However, CAMCS shall have no liability to Company, nor shall it be in default under this agreement if performance is delayed or prevented by any cause beyond CAMCS’s control.

ARTICLE IV: PAYMENT FOR WORK. In consideration of the foregoing, the Company will pay CAMCS for the Work based on Fee Rates detailed in Attachment B. Total compensation under this agreement shall not exceed $__________ without written authorization from the Company.

ARTICLE V: PAYMENT SCHEDULE. The Company shall make payments to CAMCS on a quarterly basis as invoiced based on the Work performed. All payments are due within thirty (30) days of receipt of invoice.

ARTICLE VI: TERMINATION. Performance under this Agreement may be terminated by the Company upon sixty (60) days’ written notice; CAMCS may terminate performance if circumstances beyond its control preclude continuation of the Work. Upon termination, CAMCS will be reimbursed for all costs and non-cancelable commitments incurred in the performance of the Work prior to the termination date of the Agreement. Such reimbursement is not to exceed the total estimated project cost specified in Article IV.

ARTICLE VII: PUBLICATIONS. No publications are expected to result from the performance of the Work.

ARTICLE VIII: COMPANY PROPRIETARY INFORMATION. The free dissemination of information is an essential and long-standing policy of CAMCS.
However, under exceptional circumstances, CAMCS recognizes that it may properly hold in confidence information supplied by a Company, which CAMCS considers essential for the conduct of the Work. Accordingly, CAMCS’s acceptance and use of any proprietary information, which may be supplied by the Company in the course of the Work, shall be subject to the following:

(a) The information must be marked or designated in writing as proprietary to the Company.

(b) CAMCS retains the right to refuse to accept any such information.

(c) Where CAMCS does accept such information as proprietary, it agrees to exercise all reasonable efforts not to reveal the information to others without the permission of the Company, unless the information has already been or is subsequently disclosed publicly by third parties, was previously known or is subsequently independently discovered by CAMCS without the benefit of the proprietary information, or is required to be disclosed by order of a court of law or other governmental authority. It is agreed that such reasonable efforts by CAMCS or other governmental authority will be in lieu of all other obligations or liabilities of CAMCS relative to proprietary information.

ARTICLE IX: REPORTS. CAMCS shall furnish the Company written reports/results of the Work at designated times as agreed upon by both parties.

ARTICLE X: USE OF NAMES. Neither party will use the name of the other or the name of any of the other’s employees in any form of publicity without the written permission of the other.

ARTICLE XI: ASSIGNMENT. Neither this Agreement nor the rights herein granted to CAMCS shall be assignable or otherwise transferable by CAMCS without the Company’s prior written consent which shall not be unreasonably withheld. Such assignment shall not relieve CAMCS of its obligations hereunder and the Company may ask for reasonable assurances to such effect. Any such assignee for CAMCS shall be bound by the terms hereof as if such assignee were the original party hereto.

ARTICLE XII: INDEMNIFICATION. In no event shall CAMCS be liable for any claims, losses, or damages resulting from the performance of the Work or for any loss, claim, damage or liability of any nature, which may arise in connection with the operation of this Agreement. The Company agrees to indemnify CAMCS against any such claims, losses or damages.

ARTICLE XIII: INDEPENDENT CONTRACTOR. In the performance of this agreement CAMCS shall be an independent contractor. Neither party is authorized to act as the agent for the other and neither shall be bound by the acts of the other.
ARTICLE XIV: NOTICES. Any notices required or permitted by this Agreement shall be in writing and shall be delivered by hand, by facsimile, or by United States mail, postage prepaid.

ARTICLE XV: ENTIRE AGREEMENT, AMENDMENTS. This document sets forth the entire agreement of the parties concerning the subject matter hereof. This agreement may only be amended in writing and duly executed by authorized representatives of the parties.

ARTICLE XVI: APPLICABLE LAW. This agreement shall be governed by the laws of the State of Maryland.

CAMCS

Signature of Authorized Official

TITLE: __________________________

Date: __________________________

COMPANY/INSTITUTION

Signature of Authorized Official

TITLE: __________________________

Date: __________________________