

**SERVICE CENTER AGREEMENT:
ACADEMIC AND OTHER NON-PROFIT INSTITUTIONS**

[This agreement is used for providing services to groups outside of Stanford University.]

This Service Center Agreement ("Agreement") is effective as of _____ ("Effective Date") between The Board of Trustees of the Leland Stanford Junior University on behalf of Stanford University ("Stanford") on behalf of its **Cell Sciences Imaging Facility service center** ("Center"), and _____ ("Institution") per its faculty member _____.

1. Institution may transfer to Stanford tangible research material for use under this Agreement ("Research Material"). The Research Material will be used by Stanford at Center solely to perform the services under this Agreement ("Services").

3. Research Material and Confidential Research Information furnished by Institution under this Agreement is and shall remain the property of Institution.

4. To the extent permitted by law, Stanford agrees to treat in confidence, for a period of three (3) years from the date of this Agreement, all confidential information disclosed by Institution in written or tangible form or, if orally disclosed, confirmed in writing by Institution to Stanford within thirty (30) days of disclosure and identified as confidential by Institution (hereafter "Confidential Research Information"). Confidential Research Information does not include information that (a) was previously known to Stanford, (b) becomes publicly available through no breach of this Agreement by Stanford, (c) is disclosed to Stanford by a third party without knowledge of origination in Institution or obligation of confidence, (d) is independently generated by Stanford without the use of Confidential Research Information of the Institution, or (e) is required to be disclosed by law or court order. Stanford agrees that the Confidential Research Information will not be transferred or disclosed to any person except its employees as necessary for the services under this Agreement, without the prior written authorization of Institution.

5. Check applicable boxes:

Services do not involve human or animal subject research under this Agreement.

Human or animal subject research will be performed under this Agreement.

Institution will not perform research with biohazardous material under this Agreement.

Institution will provide Center with biohazardous research material under this Agreement.

Services may NOT proceed until Center receives documentation from Stanford's IRB or IACUC or Environmental Health and Safety office. Center is not responsible for obtaining such approval or retaining records.

6. Center will invoice Institution for Services and Institution will pay invoices within thirty (30) days of receipt.

7. All data and materials, including but not limited to, cell lines and genetically modified mice, are provided as a service to the scientific research community. The Services are provided on an "as is" and "as available" basis. Institution and Users acknowledge that the Services are experimental and exploratory and that no particular results or outcome can be guaranteed.

8. INSTITUTION AGREES IT WILL NOT USE MATERIALS PROVIDED BY CENTER, OR CREATED AT CENTER, IN HUMAN SUBJECTS OR FOR DIAGNOSTIC PURPOSES INVOLVING HUMAN OR ANIMAL SUBJECTS.

9. Center does not conduct studies intended to support applications for research or marketing permits for FDA-regulated products (as described in Title 21, Code of Federal Regulations (CFR) Part 58-Good Laboratory Practice (GLP) or 21 CFR Part 210-Current Good Manufacturing Practice (GMP)).

10. Institution hereby assumes all risk associated with (i) the provision of Research Material(s), if any, to STANFORD, (ii) performance of Services by STANFORD and (iii) use of results of Services by Institution. The parties hereby agree that with respect to any Service performed under this Agreement, the liability of STANFORD under this Agreement is limited to payments made for Service performed as set forth in Exhibit A.

11. Export Control Compliance. Institution acknowledges that Center is an open laboratory for fundamental research that has many foreign persons as its employees and students. Institution understands and agrees that under no circumstances will Institution provide export control-listed items, or unpublished software source code or technical information in the form of defense articles or technical data regulated by the International Traffic in Arms Regulations (ITAR), to Center. Use of Center or facilities for activity subject to the ITAR, including the development, assembly or fabrication of defense articles identified on the US Munitions List, is prohibited.

12. Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of California, without regard to conflict of law rules.

13. Electronic Signatures. The parties to this Agreement agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used.

14. If work done at Center provides data used in a publication, Center should be acknowledged as "CELL SCIENCES IMAGING FACILITY, STANFORD UNIVERSITY" in the publication. Further, if Center staff provide significant experimental design, data interpretation, or other intellectual contribution, it is expected that these individuals will be coauthors on the publication. Acknowledgement of Center efforts is crucial to support grant proposals and enable compliance with reporting requirements.

Read and agreed:

INSTITUTION

Institution: _____

Signature: _____

Print Name: _____

Title: _____

CENTER Acknowledgment:

Stanford Center: CELL SCIENCES IMAGING FACILITY

Signature: _____

Print Name: JONATHAN MULHOLLAND

Title: DIRECTOR