Institute for Applied Life Sciences University of Massachusetts Amherst 240 Thatcher Way Amherst, MA 01003

(413) 545-1710 http://www.umass.edu/ials/ **EXTERNAL CLIENT** 

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GENERAL TERMS AND CONDITIONS: The laboratory services and results are performed and delivered without warranty of any kind, either express or implied, including but not limited to any warranty of fitness for a particular purpose. The entire risk of Client's use of the results shall be solely with the Client. Client represents and warrants that it has the full right to provide Materials to UMass for the purpose of Services, and that it has obtained any necessary informed consent, or authorization, required in order to collect the Materials and provide them to Core Facilities for the purpose of the Services. Core Facilities shall use the Materials solely for the purpose of the Services and shall not further distribute the Materials to any third party. All right, title and interest in and to the Materials shall remain vested solely with Client and no right, title or interest therein is transferred or granted to UMass under this Order. Unless otherwise advised by Client, Materials will be destroyed or disposed in accordance to relevant UMass policy. UMass shall have no rights in any new inventions, developments, or discoveries made by Client as a result of Client's use of the results. The results of the services, including but not limited to data, data analysis and chemical compositions of Materials, shall be and remain the property of the Client, UMass retains all rights in services, including new technologies, methodologies, processes and procedures, while performing services for Client. Neither party shall disclose confidential information to the other party. Client shall indemnify and hold UMass and the employees, faculty, students and researchers of UMass harmless from and against any and all liability, damages, losses and expenses arising out of or in connection with performance of any Services for Client. If Client has signed a UMass Amherst Core Research Facilities Master Agreement an the agreement is in effect, the terms and conditions of the master agreement are incorporated herein. By signing this document, client agrees it has adequate funds to complete the requested work, and is committed to paying any for all completed services. By entering the total number of Full Time Equivalent (FTE) Employees above, the Client represents that it has accurately and truthfully reported its number of FTEs. By selecting "Yes" in response to "Headquartered in MA," the Client represents that it is headquartered in Massachusetts and is registered to do business in Massachusetts with the Secretary of State.

Approval for Massachusetts St	tate Voucher program
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Signature of UMass Approving Authority:

Approved Voucher Amount: \$