

Non-University Use of University Equipment, Facilities, and Resources

_____, hereinafter called Purchaser, proposes to purchase from the Curators of the University of Missouri on behalf of Missouri University of Science and Technology, hereinafter called, University, the services of technical support personnel, the use of specialized equipment facilities, or other services, in accordance with the following:

1) Project description including location and identification of needed equipment, space, and support personnel:

2) Dates of period in which equipment is to be used and billed: from _____ to _____.

3) Costs: It is agreed that the total costs including equipment rental and necessary clerical/technical service charges, but excluding consultant fees, shall not exceed _____ dollars (\$ _____) without written approval.

Pre-established rate schedule (copy attached).

NOTE: The minimum charge under this agreement is \$500.00

4) Billing:

Purchaser shall be billed for work specified in this contract during the allotted period with a copy sent to Office of Sponsored Programs. Invoices shall be addressed to:

and are to be paid within 30 days after receipt by Purchaser. Payment shall be made to: Missouri University of Science and Technology, Office of Sponsored Programs, 202 Centennial Hall, 300 W. 12th St., Rolla, MO 65409-1330.

5) Responsibility/Liability:

University assumes no responsibility or liability relative to the use of facilities, services, or materials beyond that which is specifically designated in this agreement.

6) Force Majeure:

University shall not be liable to Purchaser for any default or delay in the performance of any of its obligations under this Agreement if the default or delay is caused, directly or indirectly, by fire, flood, earthquake or other acts of God; labor disputes, strikes or lockouts; regulations, decisions or requirements of any government, tribunal or government agency which are applicable; or any other cause beyond University's reasonable control.

7) Indemnification:

Purchaser shall save, keep harmless, and defend University against any and all liability, claims, costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Purchaser or otherwise) occurring in connection with or in any way incident to or arising out of this occupancy, use, service, operations, or performance of work in connection with this contract, resulting in whole or part from the negligent acts or omissions of Purchaser, employee, agent or representative of Purchaser.

PURCHASER

By: _____

Title: _____

UNIVERSITY

By: _____

Title: Vice Provost for Research