

# North Carolina State University

## Wilson College of Textiles Fabrication and Testing Services Order Form

SOF#: \_\_\_\_\_

### University

College Unit(s) Providing Service (check all that apply):

- Zeis Textiles Extension
- Textile Protection & Comfort Center
- Textile Engineering, Chemistry & Science
- Textile & Apparel, Technology & Management
- Other: \_\_\_\_\_

Mailing Address:

1020 Main Campus Drive  
Raleigh, NC 27606

Technical Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Not to Exceed Cost:** \$ \_\_\_\_\_  
*(Cannot exceed \$50,000)*

**Start Date** \_\_\_\_\_ **End Date** \_\_\_\_\_  
mm/dd/yyyy mm/dd/yyyy

### Payment Terms:

NET 30 days upon receipt of Invoice  
AND \_\_\_\_\_

**NC State Project ID/Account:** \_\_\_\_\_  
*(For internal receipt purposes only)*

### Please check primary type of Requested Services:

- Fabrication Services
- Testing Services

### Client

Company: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

*Send Invoice to: (if different from above)*

Name: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Client Purchase Order Number:

\_\_\_\_\_

**Short Title:** \_\_\_\_\_

### Description of Requested Services and Basis for Estimated Costs (Use additional sheets if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Terms and Conditions

- 1) Requested Services.** North Carolina State University ("University") through its Wilson College of Textiles ("Wilson College") offers testing and fabrication services. Client has instructed Wilson College to undertake the specific services described above ("Requested Services"). In consideration of Client's payment to Wilson College in accordance with the terms stated above, Wilson College shall perform the Requested Services. Should processing of this Order require issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in entirety.
- 2) Reports.** Upon written request, Wilson College shall provide to Client a report of the results from performing the Requested Services. Such report will include data obtained from the Requested Services. Client shall be free to use any information provided in the report as it deems fit.
- 3) Confidentiality.** Any confidential or proprietary information disclosed by Client to NC State ("Confidential Information") shall be disclosed in writing and designated as confidential and/or proprietary, or if disclosed orally, shall be confirmed in writing and designated confidential and/or proprietary within thirty (30) days of such disclosure. NC State shall use the Confidential Information only for the purpose of this Order and further agrees that it will not disclose or publish such Confidential Information except that the foregoing restrictions shall not apply to: (a) Confidential Information which is or becomes publicly known through no fault of NC State; (b) Confidential Information learned from a third party entitled to disclose such information; (c) Confidential Information already known to or developed by NC State prior to receipt hereunder, or information independently developed at any time by NC State personnel not privy to the Confidential Information, as shown by NC State's written records; or (d) Confidential Information required to be disclosed by operation of law (including, but not limited to, the North Carolina Public Records Act) or court order. The obligation of confidentiality imposed by this Section shall expire three (3) years following the expiration or termination of this Agreement. NC State will use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized, or mistaken disclosure or use by its employees of Confidential Information. For avoidance of doubt, data, information, results, materials, or products of the Requested Services shall be considered Confidential Information for the purposes of this Agreement and treated as provided in this Section.
- 4) Intellectual Property.** It is not anticipated that intellectual property will arise in University's performance of this Agreement. However, in the event of an invention by at least one employee of the University the intellectual property shall be owned as follows: a) University shall have no right, title or interest in any invention arising from performance of the Requested Services which involve the use of, composition of, or improvement to Client-provided materials or information, or a derivative, analogue thereof; and b) Client shall have no right, title or interest in any invention arising from performance of the Requested Services which cover a scientific or analytical measurement process, technique, procedure, medium, device or other process which is not unique to testing or fabricating Client's proprietary materials or does not derive from Client's Confidential Information.
- 5) Publicity.** Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party.
- 6) Termination.** Either party may terminate this Order upon fifteen (15) days prior written notice to the other party. All reasonable costs and non-cancelable obligations incurred by University at the time of said termination shall be reimbursed by Client. At the request of Client, all unused Client-provided materials at the time of termination shall either be returned to Client or destroyed by University at the Client's expense.
- 7) Independent Contractor.** In the performance of the Requested Services, University shall be deemed to be and shall be an independent contractor.
- 8) No Warranties and Indemnity.** University makes no warranties, express or implied, regarding the quality of product produced under this Order Form. University shall use its reasonable efforts to perform the Requested Services. University does not warrant or guarantee any results from a given project. University shall not be liable for Client's use of the report or other information provided by Wilson College. Client shall indemnify and hold harmless University against any claims and costs (including attorney's fees) arising out of Client's commercial sale or distribution of products or processes developed under this Order Form
- 9) Export Control.** University will not accept export-controlled materials or technical information under this Order Form. Client hereby represents and warrants that materials and technical information provided to University do not require any license from the U.S. government before being exported.
- 10) Hazardous Materials.** All materials provided by Client must be accompanied by the appropriate environmental and safety information for those materials as required by law.
- 11) Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina. Where Client is a Non-North Carolina state governmental entity, including a state public institution, this Section will be deemed to be deleted and replaced with the following: "Nothing in this Agreement is intended to cause Client to waive the legal immunities and defenses provided under its State laws."
- 12) Entire Agreement.** This Order contains the entire agreement between the parties respecting the subject matter and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties on the subject of this Order. Should processing of this Order require issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in entirety. This Order may not be amended in any manner except by an instrument in writing signed by the duly authorized representatives of each of the parties hereto.

By an Authorized Official of NC State University

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By an Authorized Official of Client

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Source of funds for this project\* *Non-Federal*

*\*REQUIRED*

*Federal  
/ Federal Flow-Through*

Federal agreement number: \_\_\_\_\_

Signatories for Units:

Andre West, Director, Zeis Textiles Extension (ZTE): when ZTE is providing service

Roger Barker, Director, Textile Protection & Comfort Center (TPACC): when TPACC is providing service

Authorized Signatories for other Units:

Behnam Pourdeyhimi, Associate Dean for Industry Research & Extension

Xiangwu Zhang, Associate Dean for Research