

Board of Supervisors of
Louisiana State University and Agricultural & Mechanical College
Contract For Services

BUYER

Name:

Address:

SELLER

Name: Board of Supervisors of Louisiana State University and Agricultural & Mechanical College

Order No:

Unit: LSU Mass Spectrometry Facility (MSF)

Address: Department of Chemistry

232 Choppin Hall, Baton Rouge, LA-70820

Valid until: 06/30/2024

The services provided by the Mass Spectrometry Facility are listed on page 3 of this contract under the section “Services”, with the corresponding unit price for each service. The BUYER will communicate how many units are to be purchased with each sample submission. In the case of item # 15 “Special Services”, the SELLER will provide a quote that states the specific unit price for the agreed kit and technique to be performed.

Acceptance of this contract, stated prices, and terms and conditions shown above, on the reverse side, and in the service list on page 3 is hereby acknowledged.

Buyer:

Signature:

Date:

Seller: Jamie P. Maddie, Contracts Manager

Signature:

Date:

This contract is expressly made subject to, and your acceptance is strictly limited to, the terms and conditions stated herein, including the terms and conditions stated below on the reverse side hereof.

Contract For Services – General Conditions

1. CONTRACT – This agreement, when accepted by Buyer either in writing or commencement of performance hereunder, constitutes the entire contract between Buyer and Board of Supervisors of Louisiana State University and Agricultural & Mechanical College, hereinafter referred to as "LSU", concerning its subject matter, and neither any contrary or additional conditions specified by Buyer nor any subsequent amendment shall have any effect unless it is in writing, signed by duly authorized representatives of both parties.
2. PUBLIC LIABILITY – The Buyer shall indemnify, defend and save harmless LSU against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation of work of LSU, its agents, servants, or employees while engaged upon or in connection with the services required or performed by LSU hereunder.
3. WARRANTY – LSU makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the merchantability, or fitness for a particular purpose of any product nor shall LSU be liable for any direct, consequential, or other damages suffered by Buyer from the use of any such product.
4. RISK OF LOSS – The Buyer shall deliver to LSU the necessary Buyer-owned property, samples, etc, together with such related data and information as LSU may request and as may reasonably be required for the intended purpose of the agreement. LSU shall not be liable for loss or destruction of or damage to Buyer-owned property provided under this contract.
5. TERMINATION OF THE CONTRACT – LSU or the Buyer may terminate this contract at any time by giving written notice to the other of such termination and specifying the effective date of such termination. If the Contract is terminated by LSU or the Buyer, as provided herein, LSU shall promptly submit a statement showing in detail the actual services performed up to date of termination. LSU shall then be paid just and equitable compensation for satisfactory work completed, less payment of compensation previously made.

Notwithstanding the above, the Buyer shall not be relieved of liability to LSU for damages sustained by LSU by virtue of any breach of the contract by the Buyer. In that event, the Buyer shall be liable to LSU not only for damages to LSU arising out of such breach, but also for reasonable attorney's fees and costs incurred by LSU in successfully enforcing the obligations of this contract.

6. GOVERNING LAW – This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of East Baton Rouge Parish, Louisiana.
7. PAYMENT – Buyer shall pay LSU within 30 days of receipt of an invoice. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Buyer. Interest on delinquent payments will be charged at the maximum rate allowed by the State of Louisiana.
8. BUYER REPRESENTATION – It is LSU policy to provide services to the extent that such activities enhance or extend the Instruction, Research and Public Service Functions. It is not intended that LSU compete with the private sector. By execution of this contract, the Buyer certifies that (1) Buyer has attempted but could not obtain the specified goods or services from the in-state private sector at the requisite level of quality, timeliness, convenience and/or expertise; and (2) LSU's interests take precedence over Buyer's requirements when there arises scheduling conflicts or unforeseen problems that prevent or inhibit deliverance of specified goods/services.
9. USE OF NAME – Buyer may not make any use of LSU's name, in news releases, advertisements, promotional materials, or otherwise, without LSU's prior written consent for each such use. Notwithstanding the foregoing, LSU's name may be used without prior approval when and as necessary for Buyer to supply the information that Buyer may be required to disclose in order to comply with applicable law. However, in no circumstances may Buyer state or imply that LSU in any way endorses or supports a particular investment, stock purchase, product, or treatment.
10. SEVERABILITY – In the event that any provision of the Contract shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of the Contract either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THE CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BUYER ACKNOWLEDGES THAT BUYER HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Services

Item	Description of Service	Unit price
1	Other academic – ESI TOF Flow-through	\$31/sample
2	Other academic – ESI-TOF LC	\$45/sample
3	Other academic – MALDI RapifleX MS	\$44/sample
4	Other academic – MALDI RapifleX MS/MS	\$83/sample
5	Other academic – MALDI RapifleX Imaging	\$83/hour
6	Other academic – GC-MS	\$24/sample
7	Other academic – IT-LC-MS	\$44/sample
8	Other academic – IT-LC-MS/MS	\$68/sample
9	Other academic – IT-MS Flow-through	\$29/sample
10	Other academic – IT-MS Intact protein	\$36/sample
11	Other academic – ESI-Q-TOF MS Flow-through	\$31/sample
12	Other academic – ESI-Q-TOF-LC-MS	\$45/sample
13	Other academic – ESI-Q-TOF-LC-MS/MS	\$67/sample
14	Industry – ESI TOF Flow-through	\$130/sample
15	Industry – ESI-TOF LC	\$130/sample
16	Industry – MALDI RapifleX MS	\$130/sample
17	Industry – MALDI RapifleX MS/MS	\$130/sample
18	Industry – MALDI RapifleX Imaging	\$130/hour
19	Other academic – GC-MS	\$60/sample
20	Industry – IT-LC-MS	\$130/sample
21	Industry – IT-LC-MS/MS	\$130/sample
22	Industry – IT-MS Flow-through	\$130/sample
23	Industry – IT-MS Intact protein	\$130/sample
24	Industry – ESI-Q-TOF MS Flow-through	\$130/sample
25	Industry – ESI-Q-TOF-LC-MS	\$130/sample
26	Industry – ESI-Q-TOF-LC-MS/MS	\$130/sample
27	Data Analysis	\$45/hour
28	Method Development	\$50/hour
29	Special Analysis	Cost of kit + technique