



**The University of Michigan**  
**Biomedical Research Core Facilities**  
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1150 W. Medical Center Drive  
Ann Arbor, MI 48109-5613  
Telephone: (734) 647-4776  
Fax: (734) 936-2622  
brcfoffice@umich.edu

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

Customer Institution: \_\_\_\_\_

Principal Investigator: \_\_\_\_\_

### Re: Service Agreement

It is the policy of the University of Michigan Biomedical Research Core Facilities (BRCF) to accept orders only under the conditions of our Service Agreement (SA). This document serves as the sole agreement regarding the work to be performed and is in lieu of any language/conditions that may or may not be implied or stated as part of an individual institution/company's Purchase Order. The SA also applies to orders placed with credit cards or prepaid. **The SA with original signatures must be on file prior to orders being processed.**

Once an institution/company has filed these documents with the University of Michigan they are valid for the duration of the agreement.

Ordinarily, the Principal Investigator is not authorized to sign the Service Agreement. In most cases, the authorized person is someone from your Purchasing or Research Administration department who has the legal authority to sign such agreements on behalf of your institution/company. Please forward it to the appropriate person promptly and upload the signed document into MiCores/iLabs.

The BRCF requires Investigators to use the MiCores/iLabs software platform to request services. Please complete the following steps to register in MiCores/iLabs and request services from the BRCF:

1. Register for an account at <https://umich.corefacilities.org/account/login>
2. Once an email is received stating you have access to MiCores/iLabs return to the URL and login
3. Request access to the desired Core
4. After you receive access to the Core:
  - a. Complete all contact information
    - For the lab/company requesting the service
    - Institution/Company's Accounts Payable address to receive/pay invoices
  - b. Upload the signed Service Agreement
  - c. Enter your payment information in the 'Purchase Order' field. Accepted methods of payment are Purchase Order (preferred), credit card, check and wire transfer:
    - If using a purchase order, enter your PO# and attach the PO document. If you do not yet have a PO#, simply type 'purchase order' and update with the PO# when available in order for work to begin
    - If using another payment method, simply type 'credit card', 'check' or 'wire transfer'
    - Invoices paid by credit card will incur an approximately 3.6% fee per University policy

**PLEASE DO NOT ENTER YOUR CREDIT CARD INFORMATION AT THIS TIME**

    - Orders will be billed once the work is completed
  - d. Please follow the instructions on your invoice to process payment through UM Shared Services ((734) 615-2000)

For technical questions, please contact the Core directly.

For invoice-related questions, please contact University of Michigan Shared Services at (734) 615-2000.

# Biomedical Research Core Facilities at the University of Michigan

## SERVICE AGREEMENT

This Service Agreement ("SA") is for use when The Regents of the University of Michigan ("UM") acting through a Biomedical Research Core Facility at the University of Michigan (BRCF) is providing any of the services set forth in the Schedule(s) of Services a copy (or copies, as applicable) of which is attached hereto as Exhibit A for the party signing this Service Agreement (hereinafter "Customer"). It will become effective between UM and Customer on the date that Customer executes this unmodified SA. By its authorized signature below, Customer hereby agrees to the following terms and conditions:

1. The Customer may transfer to UM tangible research material for use under this Agreement ("Research Material")
2. The Research Material will be used by UM at a BRCF solely to perform the services designated in Exhibit A to this Agreement the contents of which are expressly incorporated herein. All services performed hereunder shall utilize only methodologies which are published or otherwise in the public domain.
3. Research Material and Confidential Research Information furnished by Customer under this Agreement is and shall remain the sole and exclusive property of Customer. This Agreement and supply of such Research Material by Customer shall not be deemed to grant UM any rights, expressed or implied, in such Research Material.
4. To the extent permitted by law, except as provided below, UM agrees to treat in confidence, for a period of three (3) years from the date of this SA, any and all confidential information disclosed by Customer in written or tangible form or, if orally disclosed, confirmed in writing by Customer to UM within thirty (30) days of disclosure and identified as confidential by Customer (hereafter "Confidential Research Information"). Confidential Research Information does not include information that (a) was previously known to the UM, (b) becomes publicly available through no breach of this Agreement by UM, (c) is disclosed to UM by a third party without knowledge of origination in Customer or obligation of confidence, (d) is independently generated by UM without the use of Confidential Research Information of the Customer, or (e) is required to be disclosed by law or court order. UM agrees that the Confidential Research Information of Customer will not be transferred or otherwise disclosed to any person except its employees to whom disclosures or transfer is necessary for the purpose described in paragraph 2 above and who have agreed to protect confidential information as set forth in this agreement, without the prior written authorization of Customer.

5. The services designated in Exhibit A shall be provided in exchange for consideration of the amount listed in each Purchase Order or other written request issued by Customer in accordance with the rates established in Exhibit A and any subsequent updates of Exhibit A and payable by Customer to the Regents of the University of Michigan. PLEASE NOTE: A valid Purchase Order or other written request issued by Customer must be received by the BRCF prior to the commencement of performance of services hereunder. The BRCF requires the original hard copy of the Purchase Order or other written request. The amount specified in the Purchase Order or written request must be sufficient to cover the total cost of the services requested. Notwithstanding any terms and conditions to the contrary contained on any such Purchase Order or other written request, this Service Agreement constitutes the entire agreement of the parties and all terms and conditions contained on any such Purchase Order form or other written request issued pursuant to this Agreement are null and void. **ANY 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 (DATA AND MATERIALS) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY OR REPRESENTATION IS MADE REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF THE MATERIALS AND DATA PROVIDED.** UM makes no representations that the Customer's use of the Research Material or results generated hereunder will not infringe any patent or proprietary rights of third parties.
6. Customer acknowledges that the Services are not performed under Good Laboratory Practices as that term is defined by federal regulations. Customer hereby assumes all risk associated with (i) the provision of Research Material(s), if any, to UM, (ii) performance of Services by UM and (iii) use of results of said Services by Customer and those obtaining such results from Customer. The parties hereby agree that with respect to any Service performed under this Agreement, the liability of UM under this Agreement is limited to the value of such Service performed as set forth in Exhibit A.
7. Customer shall comply with all applicable laws, rules and regulations applicable to the jurisdiction where the Research Materials and results of Services are in use, including all export and import laws and shall do nothing to cause The Regents of the University of Michigan to violate any such laws, rules and/or regulations.
8. The SA constitutes the entire agreement among the parties to the exclusion of any other documents issued hereunder relating to the Research Material, the services to be rendered by UM and the Confidential Research Information to be disclosed, if any, and may not be modified except by a document signed by all of

the parties.

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**AGREED:**

Company/Organization/Institution/Customer Legal Name:

Date: \_\_\_\_\_  
Customer's Authorized Official's Name, Title and Signature

Customer's Mailing Address (MUST be provided):

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