

FEE FOR SERVICE AGREEMENT
Between
Western Kentucky University (Hereafter WKU)
And
(Hereafter Sponsor)

This fee for service agreement between WKU and the Sponsor is to provide services and technical assistance to community businesses, industries, etc.

1. SCOPE OF WORK: Services for this project will consist of the tasks listed here:

☐ See Appendices

2. PROJECT PERIOD: (Choose/complete one option.)

- a. ☐ The work will begin on or about (month, day, year) ; and complete on or about (month, day, year) .
- b. ☐ Project will begin upon full execution of this document and will end when all agreed upon work is complete and a final report is submitted.

3. PERSONNEL: The personnel assigned to this project are as follows:

- a. Project Director:
b. Other Key Personnel:

4. COST OF SERVICES:

Agreed amount: \$

Choose/complete one option:

☐ WKU will invoice the Sponsor for the above work/amount upon receipt of the signed agreement with full payment due upon completion of the project.

☐ WKU will invoice the Sponsor for the above work/amount in the following manner:

5. METHOD OF PAYMENT: All Sponsor checks shall be made out to *Western Kentucky University*, and mailed to 1906 College Heights Blvd., #11002, Bowling Green, KY 42101-1012, with 15 days of receipt of invoice.

6. ACCEPTANCE OF FACSIMILE SIGNATURE: This service agreement and related documents will be considered executed when the signature of the Sponsor is delivered to WKU and signed by the Associate Provost for Research and Graduate Education.

7. GOVERNING LAW: The laws of the Commonwealth of Kentucky shall govern the validity, construction, and effect of this agreement.

8. ADMINISTRATIVE REPRESENTATIVES ARE AS FOLLOWS:

For Sponsor:

Name
Title
Address
Phone
Fax
E-mail

For WKU:

Steva Kaufkins
Assistant Director, Post-Award Operations
Bowling Green, KY 42101-1026
(270) 745-3214
(270) 745-4211
sponsored.programs@wku.edu

TECHNICAL REPRESENTATIVES ARE AS FOLLOWS:

For Sponsor:

Name
Title
Address
Phone
Fax
E-mail

For WKU:

Name
Title
Address
Phone
Fax
E-mail

- 9. ENTIRE AGREEMENT:** This is the entire agreement between WKU and the Sponsor. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing between the authorized signatures to this agreement.
- 10. REPORTS:** WKU shall furnish a report to the Sponsor at the termination of the project. The report shall set forth the accomplishments and significant findings. The Project Director will prepare the report within 30 days of expiration of the agreement.
- 11. SIGNATURE AUTHORITY:** Each person signing this agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this agreement. Each party represents and warrants that the execution of this agreement and the party's performance hereunder have been duly authorized and the agreement is a valid and legal agreement binding on such party and enforceable according to its terms.

12. APPROVED: This agreement is hereby executed upon the signatures, addresses and other vital information of each party below.

13. CONFLICT OF INTEREST CERTIFICATION:

I have read and understand the WKU Conflict of Interest Policy. ☐ Yes ☐ No

Will/do you or any member of your household or grant staff alone or in combination have a significant financial interest in the above sponsor?* ☐ Yes ☐ No

Are you or any member of your household or grant staff affiliated with the above sponsor or with an external agency in a way that will hinder your abilities to fulfill obligations to WKU, its' students, or your colleagues? ☐ Yes ☐ No

** Significant Financial Interest: If a publicly-traded company, when the value of the past 12 months remuneration plus the value of current equity exceeds \$5,000. If a non-publicly-traded company (e.g. startup), when the value of the past year's remuneration exceeds \$5,000 or the investigator holds any equity interest. Also includes intellectual property rights and interests (e.g. patents, copyrights), upon receipt of income related to such rights and interests. Excludes: Work for government entities or an institution of higher education or mutual funds so long as the investigator does not directly control the investment decisions made in these vehicles.*

14. INTELLECTUAL PROPERTY: WKU will maintain all rights to any invention, discovery, method of operation and any improvements thereof that may be patentable or subject to protection through copyright, trade secret or by other means (hereinafter collectively referred to as "Intellectual Property"). WKU will promptly disclose to Sponsor in writing any Intellectual Property made during the Project by WKU employees, including students, performed hereunder. Sponsor will receive a non-exclusive, royalty free license to use the Intellectual Property for a fee of one (\$1) dollar. If Sponsor wishes to obtain an exclusive license to the Intellectual Property, WKU agrees to provide to Sponsor an offer for an exclusive license, for which the Sponsor will have the first right of acceptance. Sponsor shall have up to ninety (90) days from the date of WKU's offer, in which to accept or reject WKU's offer. Sponsor agrees to keep the terms of the offer confidential.

15. INDEMNIFICATION: Each party assumes all risks of personal injury, bodily injury including death, and property damage caused by the negligent acts or omission of that party. Sponsor shall fully indemnify and hold harmless WKU against all claims arising out of Sponsor's use, commercialization, or distribution of information, materials or products which result in whole or in part from the services performed pursuant to this Agreement. Sponsor will hold WKU and WKU harmless from any claims arising from third party claims that the work performed hereunder infringes third party intellectual property rights. WKU has no knowledge of any such claims.

FOR THE SPONSOR:

Signature

Date

Printed Name and Title

Date

FOR WKU:

Project Director Signature

Date

Department Head Signature

Date

Dean Signature

Date

Note: If this work is to be considered "Outside of Effort", please attach written approval from the Dean.

Steva Kaufkins

Assistant Director, Post-Award Operations

Date

TO BE COMPLETED BY THE WKU TECHNICAL REPRESENTATIVE (PI)

This project involves:

Export Controls ☐ No ☐ Yes ☐ Unknown

Human Subjects ☐ No ☐ Yes ☐ Unknown

Animal Subjects ☐ No ☐ Yes ☐ Unknown

rDNA/RGZ Microbe ☐ No ☐ Yes ☐ Unknown

Bio-hazards ☐ No ☐ Yes ☐ Unknown

This project contains/may create proprietary information ☐ No ☐ Yes

Number of students involved with this project: _____ GAs _____ Graduate _____ Undergrad

Project Type:

☐ Instruction

☐ Research – Applied

☐ Research- Basic

☐ Research – Developmental

☐ Public Service

☐ Other

Sponsor Type:

☐ State

☐ Local

☐ Private

☐ International

☐ Federal/Federal Flow-thru (*Please contact OSP before proceeding with this agreement.*)

Post-award Responsibilities and Accountability

☐ I have reviewed the [Post-award Responsibilities and Accountability](#) requirements.

APPENDICES (If indicated on page 1)