

**STANDARD TERMS AND CONDITIONS
WERX at WSU-NIAR**

1. DEFINITIONS.

"Buyer" means the person, firm, organization, governmental entity, or corporation by whom the Goods and/or Services (as defined below) are provided.

"Contract Documents" means these Terms and Conditions, and any

7. DELIVERY, RISK, TITLE, AND INSPECTION.

Unless otherwise expressly agreed in writing by the parties, any Goods delivered shall be delivered EXW WSU's shipping

when submitted or has become erroneous by reason of changed circumstances.

Buyer further agrees to comply with all U.S. Laws relating to the transfer, export, or re-export of technical data (as defined in the Export Regulations defined herein) that is subject to export controls under the International Traffic in Arms Regulations (ITAR) 22 Code of Federal Regulations Parts 120-130 or the Export Administration Regulations (EAR) 15 Code of Federal Regulations Parts 730-774 without an export license to any employee or other person who is not a U.S. Citizen or permanent resident, as well as to corporations or to any other entity, organization, or group that is not incorporated or otherwise organized to do business in the United States. Buyer shall notify WSU in writing prior to disclosure of any technical data or other items subject to EAR or ITAR to WSU. Buyer will reasonably cooperate with and support WSU in obtaining the correct Export Control Classification Number (ECCN), classification of United States Munitions List (USML) category, and any necessary licenses or authorizations required to comply with the obligations set forth in the Contract Documents.

Buyer agrees that WSU may retain one archival copy of all documents from the project for the purposes of (a) proving what information it did or did not receive hereunder in the event of a future dispute, or (b) complying with governmental regulatory requirements.

15. **DATA / TEST RESULTS.**

Preliminary Data: Data that is provided to the Buyer during testing and before the formal report is considered by WSU

symposia and professional meetings the methods and results of the projects. Buyer shall, at its request in writing, be furnished copies of any proposed publication or presentation at least sixty (60) days in advance of the submission of such proposed publication to a journal, editor or third party. During the 60 day review period, Buyer may object to the proposed publication or presentation only on the basis that it contains patentable subject matter that needs protection and/or it contains confidential information belonging to Buyer. In the event of such an objection, the parties shall negotiate in good faith a mutually acceptable version of the document.

19. WARRANTIES FROM WSU.

WSU shall ensure that the Services meet the requirements set forth in the applicable Quote or Purchase Order; will be free from defects in materials and workmanship; and will comply with applicable federal, state, and local laws in providing the Services.

The nature of the Services that is being provided under the

violating any oblig