



SUDAAN and Statistical Consulting Services

1. Requestor 2. Request Date

3. Requestor Address
Telephone
Fax and
E-mail

4. Brief Description of Services Requested

To Be Filled Out by Research Triangle Institute:

5. Estimate of Hours to Complete Work
6. Price Not To Exceed \$ at \$ /hr.
7. Primary Professional Staff:
8. Technical Reviewer(s):
9. Payment Terms, Net 30 Days Upon Completion

10. Acceptance:

This offer to perform consulting services is effective upon acceptance by signatures below. This is to be signed by individuals authorized to legally commit his/her institution/company or by the individual responsible for payment of services. Upon execution by both parties, this offer shall become a Contract between the parties subject to the conditions above and to the terms and conditions provided in Attachment A hereto which are made a part of this Contract by reference.

Accepted by:

Signature	
Typed Name	
Title	
Date Signed	
Telephone	
Fax	
E-Mail	

Research Triangle Institute Office of Research Contracts' Services (ORC)

Signature	
Typed Name	
Title	
Date Signed	
Telephone	
Fax	
E-Mail	

Rev. 8/04

RTI TERMS AND CONDITIONS

These Terms and Conditions govern the SUDAAN and/or statistical consulting work to be performed by Research Triangle Institute (RTI) as specified on the cover page of this agreement. By authorizing the consulting to be performed by RTI, the Client shall be deemed to have accepted these Terms and Conditions.

Scope of Work: RTI agrees to use high professional standards to provide the consulting as described on the cover page up to the maximum hours authorized by Client.

Invoicing and Payment: A final invoice for the hours performed will be submitted upon completion of the work. Payment of RTI's invoices is due within 30 days of receipt. Invoices remaining unpaid after 45 days will bear interest at the rate of 1.5% per month from the invoice date until paid.

Payment shall be directed to:
Research Triangle Institute
Att.: Accounts Receivable
3040 Cornwallis Road
Research Triangle Park, NC. 27709

Independent Contractor: RTI's relationship to Client under this Agreement will be that of an independent contractor. Personnel retained or assigned by RTI to perform services covered by this Agreement will at all times be considered agents or employees of RTI and not agents or employees of Client.

Confidentiality: RTI will maintain in confidence all information made available to RTI by Client during the term of this Agreement. The confidential obligations agreed to by RTI, however, will not extend to any such information insofar as, and from such time as, RTI can show by reasonable proof, has entered the public domain. RTI agrees to use confidential information solely for the benefit of Client.

Ownership of Data: Should any Client data be provided to RTI during the consulting services, said data shall remain the property of the Client. Prior to the conclusion of the consulting services, RTI will return or destroy its copies of Client data.

Disclaimer: No specific result or fitness for particular purpose is assured or guaranteed by the provision of the consulting services contemplated hereunder.

Indemnification: Client shall indemnify, defend, and hold RTI, its affiliates, agents, servants and employees harmless from and against any and all losses, costs, claims, actions, suits and liabilities, including reasonable attorney's fees, arising out of or relating to RTI's performance of services under this agreement except those losses resulting from the negligence or willful misconduct of RTI, its employees, agents, consultants or subcontractors, in connection with RTI's performance of services under this contract.

Termination: Either party may terminate this contract at any time, in whole or in part, by providing written notice of termination to the other party. Except as otherwise mutually agreed by RTI and Client, termination shall be effective five (5) days from receipt of the notice. Upon any termination, Client shall compensate RTI for work performed prior to termination, plus all reasonable costs incurred as a result of termination. In no event will Client be obligated to pay RTI costs that exceed the amount authorized by this contract.

Amendments: This offer, including the cover page, the Terms and Conditions and all other attachments incorporated by reference, constitutes the full and complete agreement of the parties and may only be amended by written amendment signed by both parties. Reference by RTI to any purchase number supplied by Client shall be for accounting identification purposes only, and any terms or conditions therein or in any acknowledgment, confirmation, or other communication by Client in addition to or in conflict with these Terms and Conditions are rejected.

Applicable Laws: Insofar as this contract is not governed by Federal laws and regulations, it shall be construed and interpreted solely in accordance with the laws of the State of North Carolina.