

Terms and conditions for research and commercial testing
National Institute for Aviation
Research (WSU) laboratories are covered in this document. These terms and conditions supersede all previous rates, conditions and scheduling policies, and are to be used in conjunction with any work or services performed by WSU. The terms and conditions herein may NOT be altered, supplemented, or amended by the use of any additional document(s).

These terms and conditions, together with the quote and, if applicable, Statement of Work (SOW), embodies the entire Agreement between WSU and Company. Company from WSU as described in the quote and/or SOW is conditioned upon acceptance by WSU. Acceptance by WSU is conditioned upon these terms and conditions.

Neither this Agreement nor any rights or obligations of any party hereunder shall be assigned or otherwise transferred by any party without the prior written consent of all other parties.

This Agreement is governed by the laws of the State of Kansas. Any legal action involving the subject matter of this Agreement shall be adjudicated in Kansas and is subject to, governed by, and construed according to the laws of the State of Kansas, excluding any conflict of law rules.

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In any case, upon termination, WSU will be reimbursed for all costs actually incurred in the performance of the Agreement and all non-cancelable obligations, pursuant to Section 13.5.

WSU

writing, clearly marked as confidential, within thirty (30) days of the oral disclosure. WSU and its personnel agree to information to the extent permitted by state and/or federal law, for a period of time not to exceed three (3) years from the date of written delivery to WSU. Proprietary Information does not include:

- a.) Information that is generally available to the public at the time of this Agreement;
- b.) Information which becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of the receiving party;
- c.) Information which thereafter is disclosed to the receiving party by third parties without breaching any obligation of non-use or confidentiality; and
- d.) Information that has been independently developed by persons in the receiving p
employ or who otherwise has had no contact with the Proprietary Information.

WSU retains the right to refuse to accept any information

In the event of such an objection, the parties shall negotiate in good faith an acceptable version of the document.