



RESEARCH SERVICES AGREEMENT

This Research Services Agreement (“Agreement”) the Agreement shall be made effective as of the date the Agreement has been signed by both parties (“Effective Date”) by and between **Prairie View A&M University**, with the following legal address: P.O. Box 519, Mail Stop 1311, Prairie View, Texas, 77446 (hereinafter “**SPONSOR**” or “**PVAMU**”) and Rutgers, The State University, having a principal research administration office at 33 Knightsbridge Road, 2nd Floor East, Piscataway, NJ 08854, on behalf of its Center for Advanced Infrastructure and Transportation (hereinafter “**RUTGERS**”).

WHEREAS, SPONSOR is interested in having RUTGERS, provide certain research services described in **Exhibit A - Statement of Work**, attached hereto and incorporated herein (the “**Services**”); and

WHEREAS, RUTGERS has the expertise and facilities and is willing to provide the Services;

NOW THEREFORE, the parties mutually agree as follows:

1. **Statement of Work.** The Services will be provided in accordance the **Exhibit A Statement of Work** and shall be performed by and/or under the supervision of **Jing (Peter) Jin, Ph.D** as RUTGERS’ **Principal Investigator**.
2. **Term.** The **Period of Performance** of the Services shall begin on the Effective Date (defined above) and shall continue through and including 10.5 months following the Notice to Proceed (NTP) date; the “**Term**” of the Agreement shall be the Period of Performance.
3. **Fees and Payment.** SPONSOR will pay RUTGERS a total not to exceed **\$49,500** (“**Total Fee**”) for the provision of the Services by RUTGERS under this Agreement, which such amount is agreed upon execution of this Agreement and obligated incrementally in installments upon Rutgers’ submission of invoices with associated receipts and/or documentation, accordance with the installment payment schedule below:

Installment #	Date of Invoice	Invoice Amount
1	Upon execution of the Agreement	\$24,000
2	At completion and delivery of Task 1 deliverable(s) (in Exhibit A – Statement of Work)	\$12,750
3	At completion and delivery of Task 3 deliverable(s) (in Exhibit A – Statement of Work)	\$12,750

Rutgers will send invoice(s) for the incremental installment amounts due of the Total Fee to: payables@pvamu.edu; payment is due net thirty (30) days from date of (the respective) invoice.

Payment by Check: Checks should be made payable to RUTGERS, The State University of New Jersey and sent to Research Financial Services of the Office for Research, Rutgers, The State University, 33 Knightsbridge Road, 2 East, Piscataway, New Jersey 08854.

Payment by Wire Transfer:

Payment by wire transfer may be made to:

Account title:	Rutgers, The State University
Name of bank:	Wells Fargo Bank N.A. 420 Montgomery Street, San Francisco, CA 94104 Phone (USA): 704-427-0089
Account Number:	2030000112270
ABA Routing Number:	121000248
Swift Code:	WFBIUS6S For International Wires

When making payment by wire transfer, email notice of any wire payment submitted should be sent within three (3) business days of submitting the payment by wire to: financialservices@research.rutgers.edu; such email notice should say "**Wire Payment Info**" and include the name of SPONSOR (**Prairie View A&M University**) and the name of the RUTGERS' Principal Investigator (**J. Jin**) in the subject line of the email, and the email should state the amount and date of the wire transfer, and any applicable invoice number associated with the payment.

For the avoidance of doubt, if SPONSOR is more than thirty (30) days delinquent in payments due under this Agreement, then SPONSOR is in material breach of this Agreement. If SPONSOR is in material breach of this Agreement, then, without further or separate notice to SPONSOR, RUTGERS may stop all work under this Agreement until the breach is fully cured and SPONSOR has demonstrated to RUTGERS satisfaction the willingness and ability to comply with the payment provisions of this Agreement. The parties agree and acknowledge that any such work stoppage by RUTGERS shall not constitute a breach of RUTGERS' obligations to perform pursuant to the terms of this Agreement.

4. **Confidentiality.** "Confidential Information" shall, for the purpose of this Agreement, mean all information in any form, tangible or intangible, which is nonpublic, proprietary, or confidential in nature, which may be disclosed, or has been disclosed during the Term of the Agreement by one party hereto (as "Disclosing Party") to the other party hereto (as "Receiving Party") in writing, orally or by observation, which, if disclosed in tangible form, is clearly marked "confidential," or if disclosed orally or by observation, is reduced to a writing by Disclosing Party that is clearly marked "confidential" and transmitted to the Receiving Party within thirty (30) days of oral and/or observational disclosure. For the period from the Effective Date until at least three (3) years following the termination of this Agreement for any reason (the "Confidentiality Period"), Receiving Party agrees to hold in trust and confidence all Disclosing Party's Confidential Information using the same degree of care as Receiving Party uses to protect its own confidential information of a like nature, but in no event shall Receiving Party employ less than a reasonable degree of care to protect Confidential Information against unauthorized disclosure as set forth herein. Receiving Party further agrees that during the Confidentiality Period Receiving Party shall not make use of Disclosing Party's Confidential Information other than to the extent necessary to enable performance of the Services pursuant to Exhibit A and the provisions this Agreement without the prior written consent of Disclosing Party. Receiving Party agrees to restrict access to all Confidential Information to only such limited group of its employees who require such information in connection with the performance of the Services under this Agreement. "Confidential Information" shall not include such information which Receiving Party can demonstrate by its competent written records (i) was known to Receiving Party prior to the Agreement, (ii) was lawfully revealed to Receiving Party by a third party with the legal right to disclose such information, (iii) is or becomes part of the public domain through no fault of Receiving Party, (iv) was independently developed by Receiving Party without use of or reliance on Disclosing Party's Confidential Information, and/or (v) is disclosed as required under applicable law or a court order (only to the extent so required). The Receiving Party shall return to Disclosing Party or destroy all Disclosing Party's Confidential Information (at Disclosing Party's direction and expense) within thirty (30) days after the termination or expiration of this Agreement, or upon request from Disclosing Party, whichever comes first, except that Receiving Party may keep one (1) archival copy of such information in its legal files solely for the purpose of monitoring compliance under this Agreement.

5. **Publicity and Representations, Use of Names or Marks.** Neither party shall use the name, logo, trademarks, or other marks, of the other party in any public statement or communication related to the Services or this Agreement without the express written consent of such party, provided that: (i) the parties acknowledge that RUTGERS is a public research university and instrumentality of the State of New Jersey that is and may be subject to laws and regulations requiring disclosure records of its operations to the public and therefore without requirement of any further consent the existence of, names of the contracting parties of, and substantive terms of this Agreement may be made available to the public; and (ii) without requirement of any further consent RUTGERS researchers will make factual disclosures as necessary to conform to journal/publisher requirements and/or common standards for disclosure in research publication, and disclosures under policies for transparency and/or potential conflict of interest (which may include the identification of a research sponsor and the sponsor's role, if any, in selection of research topic, study design and/or format of results). To request/obtain prior approval of RUTGERS as required under this provision, SPONSOR's request for consent shall be submitted in accordance with the information provided at <https://communications.rutgers.edu> and submitted to Marisol Seda, Associate Director of Communications, Marketing and Public Relations @ (both) marisol.seda@rutgers.edu & comms@research.rutgers.edu.

6. Intellectual Property, Work Product.

a. All rights and title in and to any and all inventions and discoveries and other intellectual property, whether or not patentable, and whether or not under patent, which may include (but are not limited to) material, chemical formulae, software programs, renderings, prototypes, technique, models, methods, technique, and/or "know how" ("Intellectual Property"), developed and/or proprietary to a party hereto prior to or outside of performance under this Agreement ("Background Technology"), shall reside with the owner, discoverer, developer, and/or creator thereof and such ownership and/or any rights thereto shall not be affected by the existence of this Agreement. All rights in Intellectual Property (as defined above) created by a party during the Term of and in performance of the Services under this Agreement ("New Intellectual Property") shall be owned by the party whose personnel is/are the discoverer, developer, and/or creator of such New Intellectual Property; inventorship shall be determined in accordance with the principles of US Patent law, whether or not the New Intellectual Property is patentable or patented. New Intellectual Property that is discovered, developed, and/or created solely by RUTGERS personnel shall be owned by RUTGERS, New Intellectual Property that is discovered, developed, and/or created solely by SPONSOR shall be owned by SPONSOR, and New Intellectual Property that is discovered, developed, and/or created jointly by personnel of RUTGERS and SPONSOR shall be jointly owned by RUTGERS and SPONSOR.

b. Subject to the terms of this Agreement (including, but not limited to, SPONSOR's payment obligations), RUTGERS grants SPONSOR a worldwide, royalty-free license to use the deliverable reporting of experiment and/or testing results from the Services ("Results") for any lawful purpose whatsoever, provided that: (1) RUTGERS shall retain all rights, title and interest in any and all of RUTGERS' Intellectual Property, including, but not limited to, RUTGERS' know-how, methods, and/or analytical frameworks or models, and/or any generally applicable protocol(s) developed by RUTGERS' personnel in performance of the Services, even if referenced in, described in, and/or employed for presentation of the Results; (2) the Results shall not be represented as RUTGERS' endorsement of any product, practice, and/or scientific position; and (3) any use by SPONSOR of RUTGERS' name, trademarks, brand, logotype, and/or other identifiers in any reproductions, publications, copies, alterations, or other uses of the Results shall not be made without advance review and specific written approval by RUTGERS, as set forth in Section 5 (Publicity and Representations, Use of Names or Marks), above. Subject to the terms of this Agreement, RUTGERS will be free to use data generated by RUTGERS in performance of the Services for its own research and educational purposes.

7. Disclaimer of Warranties and Liabilities. RUTGERS MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE OWNERSHIP, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES, RESULTS AND/OR ANY RESULTS OF OR RELATED TO THE SERVICES PROVIDED; RUTGERS MAKES NO REPRESENTATION OR WARRANTY REGARDING ACTUAL OR POTENTIAL INFRINGEMENT OF PATENTS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY OF THIRD PARTIES, AND SPONSOR ACKNOWLEDGES THAT THE AVOIDANCE OF INFRINGEMENT IN THE USE OF THE RESULTS AND/OR INFORMATION RELATED TO THE SERVICES SHALL REMAIN THE RESPONSIBILITY OF SPONSOR. SPONSOR AGREES THAT SPONSOR USES, DISTRIBUTES, RELIES ON, AND/OR AUTHORIZES ANY THIRD PARTY TO USE OR RELY ON THE SERVICES AND/OR ANY WORK PRODUCT AND/OR INFORMATION RECEIVED FROM RUTGERS RELATED TO RUTGERS PERFORMANCE OF THE SERVICES AT SPONSOR'S OWN RISK AND RESPONSIBILITY. RUTGERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES SUFFERED BY SPONSOR OR ANY OTHERS RESULTING FROM ANY USE OR APPLICATION OF THE SERVICES, RESULTS OR ANY SERVICES RESULTS.

8. University Mission. Teaching and publication of academic inquiry and research are primary missions of RUTGERS. RUTGERS' personnel publish articles and information and present at meetings and symposia the methods, observations and findings of RUTGERS' personnel's work, and RUTGERS may incorporate information and observations from its sponsored research services into its teaching. No less than thirty (30) days prior to the submission for publication of any article or presentation by RUTGERS' that includes or references the performance or the deliverables of the Services hereunder, RUTGERS will provide SPONSOR with a review copy of such publication so that SPONSOR may identify any Confidential Information and/or patentable intellectual property of SPONSOR, and RUTGERS shall make all good faith reasonable efforts to remove and/or protect any such information so identified by SPONSOR.

9. **Independent Contractor.** In the performance of all Services hereunder, RUTGERS shall be deemed an independent contractor and as such RUTGERS and its faculty, students, and staff shall not be construed to be employees or agents of SPONSOR and shall not be entitled to any employee benefits of SPONSOR.

10. **Equipment.** RUTGERS shall retain title to all equipment and supplies purchased and/or fabricated by it with funds provided by SPONSOR under this Agreement

11. **Termination of Agreement.** Either party may terminate this Agreement if the other party becomes insolvent, files a petition in bankruptcy, ceases doing business, or fails to cure a breach of any term or condition of this Agreement within thirty (30) days written notice specifying such breach. Either party may also terminate this Agreement for any reason with thirty (30) days written notice to the other party, provided that SPONSOR will be responsible to pay RUTGERS all fees for all costs and non-cancelable expenses incurred through the effective date of any such termination of the Agreement.

12. **Force Majeure.** No party to this Agreement shall be liable for delay in the performance of any of its obligations hereunder if such delay results from cause beyond its reasonable control, including, without limitation, extreme weather, acts of God, fires, strikes, pandemics, acts of war or intervention of any government authority, but any such delay or failure shall be remedied by such party as soon as reasonably practicable.

13. **Dispute Resolution and Governing Law.** In the event a dispute arises between the parties about the terms and/or obligations made or performed under this Agreement, the parties shall use good faith efforts to resolve such disputes between themselves amicably, including escalating the matter internally within their respective organization(s)' decision-making hierarchy; only upon exhausting best efforts to these dispute resolution efforts shall either party submit any such dispute to a legal/judicial forum or process. The parties acknowledge that as publicly founded and/or administered universities each of their respective different states, the parties each elect to not expressly herein to submit to the law and courts of the other party's state jurisdiction and to remain silent herein with respect to choice of state "governing law" applicable to this Agreement. The parties each acknowledge and agree that, regardless of forum hearing dispute(s) about this Agreement, Rutgers, The State University is an instrumentality of the State of New Jersey and claims made against RUTGERS are subject to the New Jersey Tort Claims Act, NJSA 59:1-1 et seq. RUTGERS acknowledges that **PVAMU** (SPONSOR) is an agency of the State of Texas and nothing in this Agreement waives or relinquishes **PVAMU's** (SPONSOR's) right to claim any exemptions, privileges, and immunities as may be provided by law.

14. **Assignment.** This Agreement or any of a party's obligations and rights hereunder may not be assigned by either party to any third party without the express written consent of the non-assigning party.

15. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if delivered by first class certified or registered mail or if delivered by nationally recognized express delivery service with delivery receipt to the following address(es) of either party:

If to RUTGERS:

Office for Research – Research Contract Services
Rutgers, The State University
33 Knightsbridge Road, 2nd Floor East
Piscataway, New Jersey 08854
ATTN: Executive Director, Research Contract Services
*Always with copy by Email to: ru-orsp@research.rutgers.edu, AND
ru-researchcontracts@research.rutgers.edu*

If to SPONSOR:

Prairie View A&M University
P.O. Box 519, Mail Stop 1311
Prairie View, Texas, 77446
Attn: Contracts Office (Legal Notice)
Always with copy by Email to: Contracts@pvamu.edu

16. **Entire Agreement and Amendments.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter contained herein and may not be modified or amended except by a written agreement executed by both parties. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An electronic signature will be deemed sufficient to constitute an original signature.

Included Exhibit(s):
Exhibit A – Statement of Work

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives.

**Prairie View A&M University
SPONSOR**

**Rutgers, The State University
RUTGERS**

Signature: Robert Hall

Signature: Chrisa Papaioannou

Name: Robert Hall

Name: Chrisa Papaioannou

AMJ Title: Director, Procurement and Contract Admin

Title: Associate Director, RSP

Date: 12/4/2025 | 2:23 PM CST

Date: 12/4/2025 | 2:47 PM EST

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