

**Hub Mask**

**Order Form**

**Customer Information**

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| Name |  |
| Company |  |
| Phone number |  |
| Email |  |
| Address |  |
| Order Delivery | Pick-up Ship (shipping charges apply) |

**Order Quantity**

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| Order Quantity | Item | Price each, US$ |
|  | **Small** Hub Mask, small sized face mask housing\*  (~10% smaller than medium) | $5.00 |
|  | **Medium** Hub Mask, Medium sized face mask housing\*  (fits most people) | $5.00 |
|  | **Large** Hub Mask , Large sized face mask housing\*  (~10% larger than medium) | $5.00 |
|  | **7% Sales Tax** | TBD |
|  | **Shipping** | TBD |

\*Note that buyer is responsible for providing the attachable filter (universal fitting) and the head attachment straps/headband. DIY strap instructions can be found at <https://www.eaglemakerhub.org/hubmask/>.

Pick-up / Ship-to:

Order times vary with quantities. We will call you at the number provided when your order is ready.

Pickup: M-F, 8AM-5PM at 46 Shelby Thames Drive, Hattiesburg, Mississippi 39402

Shipping/Delivery: Upon request (additional costs per delivery needed and destination).

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| Shipping Address (if different from above) |

Pay Options: Corporate checks and credit cards only. No cash payments accepted.

Buyers Signature Date of Order

*(Signature indicates acceptance of MPI’s Standard Terms and Conditions of Sale)*

Send your completed order form to [info@thepolymerinstitute.com](mailto:info@thepolymerinstitute.com) or [Robert.Thompson@usm.edu](mailto:Robert.Thompson@usm.edu)

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| **University of Southern Mississippi**  **The Mississippi Polymer Institute Technical Services**  **Standard Terms and Conditions of Sale**  **A. Availability of Funds.** It is expressly understood and agreed that the obligation of USM to proceed under the agreement is conditioned upon the availability and receipt of funds by USM to specifically perform the obligations set forth for USM in the provided quote.  **B. No USM Funding.** No USM funds are obligated for payment or disbursement or envisioned as being encumbered under this agreement to any party at any time.  **C. Representation Regarding Contingent Fees and Gratuities.** BUYER represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Further, BUYER represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in state law.  **D. Authority to Contract.** BUYER warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.  **E. Disputes.** The parties agree that any and all disputes between the parties to this agreement may, if mutually agreeable to both parties, be subjected to voluntary mediation and that such disputes are subject to final resolution if said voluntary mediation efforts result in a written resolution agreement executed by both parties.  **F. Failure to Enforce.** The failure by either party at any time to enforce the provisions of this agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of either party to enforce the provision at any time in accordance with its terms.  **G. Indemnification.** BUYER and its officers shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, USM, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorneys’ fees, arising out of or caused by BUYER and its’ partners, principals, officers, agents, employees and representatives related to actions or inactions of BUYER, its partners, principals, officers, agents, employees and representatives. In USM’s sole discretion, BUYER may be allowed to control the defense of any such claim, suit, etc., but in such an event, BUYER shall use legal counsel acceptable to USM. BUYER shall be solely responsible for all costs and/or expenses associated with such defense and USM shall be entitled to participate in said defense. BUYER shall not settle any claim, suits, etc., without USM’s written concurrence, which concurrence USM shall not unreasonably withhold.  **H. No Warranty.** USM makes no representations or warranties, either express or implied, as to any matter including but not limited to the | condition or quality of the Deliverables or their merchantability or fitness for a particular purpose. University will have no liability or responsibility for or regarding any claims, damages or losses arising out of the use by the BUYER or by any party acting on behalf of or under authorization from the BUYER of the deliverables, or out of any use, sale or other disposition by the BUYER or by any party acting on behalf of or under authorization from the BUYER of any product or technique which is the subject of the Services or is created or modified based on the deliverables.  **I. USM Responsibility.** USM shall be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with USM to the degree and within the parameters permitted under §§11-46-1, et seq., Mississippi Code Annotated of 1972.  **J. Attorneys’ Fees and Expenses.** BUYER agrees that in the event BUYER defaults in any obligations under this agreement that BUYER shall pay to USM all costs and expenses, including, but not limited to, attorneys’ fees incurred by USM in enforcing this agreement.  **K. Confidentiality**. This Agreement does not imply anyconfidentiality or non-disclosure terms and conditions. Such provisions, if necessary, shall be handled in a separate agreement.  **L. Intellectual Property, Patents and Copyrights.** As used herein, “Intellectual Property” means individually and collectively all inventions, improvements, or discoveries and all works of authorship, excluding articles, dissertations, theses, and books, which are generated in the performance of the Project. "Background Intellectual Property" means Intellectual Property and the legal right therein of either or both parties developed before or independent of this Agreement including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets and any information embodying proprietary data such as technical data and computer software.  This Agreement shall not be construed as implying that either party hereto shall have the right to use Background Intellectual Property of the other in connection with this Project except as otherwise provided by mutual agreement.  The parties acknowledge it is anticipated that no new Intellectual Property will be created as a result of the work performed by USM under this agreement. However, in the event that new Intellectual Property is created, it shall be owned by USM and licensing rights to be negotiated in good faith.  BUYER warrants and represents that it owns or has rights to any and all copyrights related to all work products submitted by BUYER regardless of physical format-including, but not limited to, photographs, software, source code, computer aided design files, project notes and compilations, draft and finished written works, and published materials. USM shall not be responsible for obtaining any license to reproduce any work.  At the written request of the BUYER, USM will discontinue its use of any materials provided by BUYER at the conclusion of the Project. USM, at its own discretion, will either discard or destroy the material and is not obligated to keep any materials on-hand or in inventory. BUYER acknowledges that it may be responsible for unforeseen costs associated with disposal of materials that are above and beyond the cost of the Project. Furthermore, BUYER represents and warrants that any material supplied to USM by BUYER is in compliance with all applicable statutes and regulations, including, but not limited to, local, state, and federal regulations and any other guidelines that may govern the material.  BUYER covenants to save, defend, keep harmless, and indemnify the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, USM, and each of their officers, agents, employees, and |

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| representatives, both in their official and in their individual capacities, from and against all claims, losses, damages, injury, fines, penalties, and costs, including court costs and attorneys’ fees, charges, and any other liability and exposure however caused for or on account of any copyright or patent infringement that may result from the activities related to this  agreement and the actions/inactions thereunder by the parties that derive from submissions provided to USM by BUYER or from the use of publications which BUYER may otherwise request USM to utilize. This indemnification is not separate from that set forth elsewhere in this agreement and is not a limitation thereon, but instead is in conjunction therewith and is recited to ensure that the full breadth of the indemnification provisions contained elsewhere in this agreement are understood by the parties.  **M.** **Publicity**. BUYER shall not use the names, logos, trademarks, or any other mark or image considered by USM to be identified with or protected by USM, or those of any of the institution's employees or former employees, or any adaptation thereof, in any literature without prior written consent being obtained from the USM University Counsel and the Vice President for Research, in each case, except that BUYER may state that BUYER has employed USM to perform services for the BUYER under this Agreement.  **N. Ownership of Documents and Work Papers.** USM shall own all documents, files, reports, work papers and working documents, electronic or otherwise, created by USM in connection with this agreement. BUYER has the non-exclusive right to publish, reproduce, and distribute the results of the Project at its discretion for research or commercial purposes.  **O. USM - Independent Contractor.** USM shall at all times be regarded as and shall be legally considered an independent contractor and neither USM nor its employees shall, under any circumstances, be considered servants, agents or employees of BUYER, and BUYER shall at no time be legally responsible for any negligence or other wrongdoing by USM, its principals, officers, agents, employees or representatives. BUYER shall not be responsible for any federal or state unemployment tax, federal or state income taxes, Social Security taxes, or any other amounts for the benefit of USM or any of its principals, officers, agents, employees or representatives.  BUYER shall not provide to USM, its principals, officers, agents, employees or representatives any employee insurance coverage or other benefits, including, but not limited to, Workers’ Compensation, which are normally provided by BUYER to its employees. USM’s personnel shall not be deemed in any way, directly, indirectly, expressly or by implication, to be employees of BUYER. Nothing contained in this agreement or otherwise shall be deemed or construed as creating the relationship of principal and agent, partners, joint venture, or any similar relationship between BUYER and USM. At no time shall USM be authorized to do so and at no time shall USM act as an agent for or of BUYER.  **P. Equal Employment Opportunity.** BUYER represents and understands that USM is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination. BUYER agrees that during the term of this agreement that BUYER will strictly adhere to this policy in its employment practices and the provision of its services.  **Q. Assignment Prohibition.** BUYER agrees that it shall not attempt to nor shall it assign this agreement to any party and that any attempt to do so shall be void.  **R. No Third Parties.** There are no other parties to this agreement. No obligations to third parties are provided herein, whether by the express or | implied terms and conditions. Neither party shall be liable to any third party based upon this agreement, its terms and conditions, or a party’s actions taken hereunder.  **S. No Other Terms, Conditions, or Understandings.** The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof and constitutes the full and complete Agreement in this matter by and between the parties hereto, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto. Should BUYER issue a purchase order to USM for work performed under this agreement, both parties agree that any purchase order terms preprinted or referenced on a website DO NOT APPLY to the work being performed under the agreement.  **T. Modifications to Agreement.** This agreement may be modified only by a written amendment authorized by and executed by the parties. No oral statements of any person shall modify or otherwise affect the terms, conditions or specifications stated in this agreement.  **U. Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified U.S. Mail, postage prepaid, return receipt requested, to the persons at the addresses within the attached quotation. The parties agree to notify the other in writing of any change of address.  **V. Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement, and to that end the provisions hereof are severable. In such an event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.  **W. Termination for Convenience.** USM may, when the interests of USM so require, terminate this agreement in whole or in part for the convenience of USM. Written notice of the same is required to be provided by USM and shall allow no less than 60 days’ notice prior to the effective date of the termination.  **X. Termination for Cause.** Either party may terminate this agreement upon issuance of written notice if the other party fails to perform the obligations to the other party under this agreement. The party issuing such a termination notice may optionally choose to allow the other party up to 30 days to fulfill its obligations.  **Y. Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its choice of laws and conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi. BUYER shall comply with applicable federal, state, and local laws and regulations. The parties agree that venue for any claim or other matter arising under this Agreement is in the Twelfth Circuit Court, Forrest County, State of Mississippi, or the United States District Court for the Southern District of Mississippi.  **Z. Public Records.** Notwithstanding any provision to the contrary contained herein, it is recognized that University is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated §25-61-1, *et seq*., as amended. If a public records request is made for any Information provided to University pursuant to this agreement, University shall promptly notify the disclosing Party of such request. The disclosing Party shall promptly institute appropriate legal proceedings to protect its Information. No Party to this agreement shall be liable to the other Party for disclosures of Information required by Court order or required by law. |