

# LeClerc Icing Research Laboratory

## Testing Agreement

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between Cox and Company, Inc., a New York Company with its office at 1664 Old Country Road, Plainview, N.Y. 11803 (hereinafter referred to as “Cox”) and \_\_\_\_\_ with its office at \_\_\_\_\_ (hereinafter referred to as the “Customer”).

The Purpose of this Agreement is to record the terms, conditions and responsibilities of the parties with respect to the use of the LeClerc Icing Research Laboratory.

1.0 Scope of Work - Cox will operate the icing wind tunnel at simulated icing conditions for tests conducted by the customer’s on their test article at conditions that are within laboratory limitations and as specified in the Test Plan submitted to Cox by the customer and agreed to by Cox.

1.1 The customer shall prepare and submit a Test Plan to Cox for review and approval no less than 10 days prior to commencement of the testing. The Test Plan will contain at a minimum:

- A. The dates requested for the test
- B. Test points requested and condition of each
- C. General description of test article and mounting within the Laboratory
- D. General sequence of operation desired
- E. Any precautionary or safety related concerns
- F. Instrumentation required
- G. Hardware installation drawings/sketches
- H. Additional services required (see next page for details)
- I. Electrical power requirements

Cox reserves the right to reject any or all portions of the test plan if, in Cox’ opinion, any item within the test plan jeopardizes the integrity of the Laboratory, jeopardizes the safety of personnel, or a test condition cannot be achieved.

2.0 Price - The price for usage of the LeClerc Icing Research Facility shall be \$XXXX per day or \$XXXXX per week (5 consecutive days). Additional testing, in excess of 5 days, is billed at the rate of \$XXXX/day. The charge to dispose of chemicals (i.e. deicing fluids) for a week’s worth of testing in the tunnel area is \$XXXX. Said price includes Cox personnel on site at all times during the testing, all utility expenses, assistance with mounting and removal of the test article.

Additional Services:

- Video Services, DVD±R, VHS Tapes, Hi-8 No Charge (customer operated)
- Digital Camera No Charge (customer operated)
- Standard power supplies, tools, multi-meters... No Charge
- Three phase 208-vac, 115-vac @ 400-hz No Charge
- IR Camera usage \$XXX per day
- Ice Shaver/Snow-gun use for ice crystal testing \$XXXX per day
- Bleed Air System use \$XXXX per day
- High-Speed Inert Installation \$XXX setup
- Nevzorov LWC/TWC probe (per probe) \$XXX per day
- Malvern Particle Sizer \$XXX per day

2.1 Up to 2 consecutive test entries for a total of 5 days testing or more may be considered for a weekly rate, if the testing is all completed within 15 business days from the end of the first test entry.

2.2 Laboratory occupancy for daily rates is charged at the rate of \$XXXX/day if testing is not conducted during a scheduled day. Example situations include complex model installation and instrumentation setup, which might occupy an entire daily period.

2.3 Cox offers other services at additional cost that are quoted on a case-by-case basis. The following is a list of example services:

- A. Test model design and fabrication
- B. Special test rig design and fabrication
- C. Custom heated components and temperature control
- D. Custom instrumentation (e.g., high speed camera, Infrared Camera)
- E. Icing Test Plan
- F. Icing Test analysis
- G. Test report
- H. Engineering Services

3.0 Payment Terms - Payment terms shall be net 30 days after completion of the testing unless otherwise provided for in this agreement.

4.0 Non Disclosure - At the approximate time of the execution of this agreement, however, in no case later than the commencement of testing both Cox and the customer will have executed a Proprietary Non Disclosure Agreement for the purposes of protecting the customer's data and product design and for protecting technology and processes used by Cox.

Unless otherwise provided for in a separate agreement, ownership of the data resulting from this testing shall be with the customer.

- 5.0 Testing Time - Due to power demands in New York during different times of the year, testing may be conducted in the evening (typically July - October). Cox will provide as much notice as possible to the customer of what the testing hours will be.
- 5.1 Tunnel fees are based upon occupancy of the facility on a daily basis. Typical hours during daytime facility usage are 8:00 AM to 4:30 PM allowing six (6) hours of tunnel run time. Typical evening hours are 2:30 PM to 10:45 PM with a thirty (30) minute meal break may be applicable during summer peak power usage. However, in no case can evening testing begins before 4:45 PM. Maximization of tunnel run time is based upon the complexity and time to set up customer's equipment. Times are approximate and are based upon the customers needs for set up and tear down.. Extended daily testing hours, and testing during weekend days may be considered at the discretion of Cox to accommodate customer requirements. The corresponding rates will be provided upon request.
- 5.2 The icing tunnel operates on single daily shifts. During periods when testing is conducted in the evenings, customers may chose to enter the facility by 1:30 PM to work on their models and instrumentation. However, Cox support personnel need to be present, though they will not be available to assist the customer earlier than 2:30 PM.
- 5.3 In the event sufficient power is not available to conduct a test or a force majeure event occurs that prevents or interrupts the test at the appointed time, Cox will not be held liable for any harm, damages, loss, direct or consequential, suffered by the customer. If the test is interrupted and/or is discontinued, due to the above, the Customer may receive a credit (in either tunnel test time or pro-rated dollars) for the unused portion of the test time. Cox will exercise diligent efforts to correct such failure or event to the best of its ability.
- 6.0 Safety - Customers may only enter the Tunnel test loop after the qualified Cox Laboratory Operator has given them permission. Customers entering the test loop even with the approval of the Cox Laboratory operator enter at their own risk. Care must be taken while examining the test article when in the Test Section or in and around the Laboratory area to preclude injury from sharp edges resulting from ice accretion, from the instrumentation utilized during the test, slippery floor conditions and Laboratory structure.
- 7.0 Indemnification - The customer shall, at customer's expense, fully indemnify and hold Cox harmless, from and against any and all harm, damages, loss, liability or expense whatsoever (including lawyers fee) arising in contract, negligence, equity, common law or statute or otherwise that may arise out of any act or omission of the customer or customer's employees in any way related to (i) any personal injury, harm or death suffered by any of customer's employees or other representative; (ii) any damage to or destruction of tangible or intangible customer property; (iii) breach of any third party's patent, trade-mark, confidentially right or copyright.
- 8.0 Cancellation - The customer may cancel a scheduled test at least 20 business days prior to the test with no penalty. Cancellation of a test with less than 20 business days notice will result in a \$XXXX charge. Cancellation of a test with less than 7 business days notice will result in a \$XXXX charge and \$XXXX per each of the cancelled contracted day(s). Partial cancellation of a

test with less than 7 business days notice during a contracted time period will result in a charge of \$XXXX per each of the unused contracted day(s).

9.0 Rescheduling - The customer may reschedule testing at least 7 business days prior to the test with no penalty if testing is initiated within 15 business days from the start of the originally scheduled test. Rescheduling of a test with less than 7 business days notice will result in \$xxxx surcharge. Any rescheduled test that occurs past the 15 business days from the start of the originally scheduled test is treated as a Cancellation with the applicable charges. Rescheduling should consist of at least the same number of days originally scheduled. If fewer days are rescheduled, the balance of unused days (i.e. days that have not been reschedule) are also treated as cancellation days subject to penalties described in clause 8.0 cancellation.

10.0 Governing Laws - the laws of the State of New York govern this agreement.

For: Cox and Company, Inc.

For:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Benjamin Duverglas  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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