

Molecular Analysis Facility (MAF)

UW MAF USE AGREEMENT # _____

This Facility Use Agreement (Agreement) is between the University of Washington (UW) and the undersigned Lab User (LAB USER), who is either a student or an employee of the University of Washington, regarding the LAB USER's use of the Molecular Analysis Facility (MAF) operating in the Molecular Engineering and Science (MoES) Building. For students and staff members, the faculty member responsible for their project is identified below (FACULTY USER). The Washington Nanofabrication Facility (WNF) together with the MAF form an integrated research laboratory funded, in part, by the MoES Institute and the Clean Energy Institute (CEI) as well as infrastructure grants from the National Institutes of Health (NIH) and the National Science Foundation (NSF).

Laboratory Policy: The LAB USER agrees to review and abide by all laboratory policies as outlined in:

- the MAF Policies, posted at <http://www.moles.washington.edu/maf/access/userpolicies/>

Although MAF provides general safety courses and training on the safe use of specific equipment and processes, the LAB USER assumes responsibility to plan and perform work in such a way as to ensure his/her own personal safety as well as the safety of others in the Facility.

Fees: The FACULTY USER acknowledges responsibility for purchases, materials costs and lab fees incurred by the LAB USER in his/her use of the MAF. A listing of the current fees can be found at:

- MAF tools: <http://www.moles.washington.edu/maf/access/>

Any future fee changes in excess of 10% will be made with at least 90 days' notice. The FACULTY USER is responsible for promptly notifying the MAF joint facility operations manager (Sharon Li, sharonli@uw.edu) if a LAB USER ceases to be a student or employee of UW and is responsible for all fees and costs by such LAB USER until such time as written notice is received by the facility operations manager. Non-payment of fees within sixty (60) days of receipt of invoice will subject the LAB USER and the FACULTY USER to termination of laboratory access with ten (10) days notice to the FACULTY USER.

Limits on Use: The MAF is a community of professional and student researchers; courteous, professional, responsible behavior is required at all times. Access to MAF will not be permitted until such time as the LAB USER has returned an executed User Agreement Form and has completed the mandatory registration, orientation and safety classes for each laboratory tool and process the LAB USER will be using. Access to MAF is a privilege and may be suspended, restricted or have conditions placed upon it by UW at any time and for any reason at the discretion of the MAF Director or Associate Director. New training is required for users who are inactive for more than one quarter or when deemed necessary by MAF staff. Projects with the potential to significantly affect the research of other users or the general operation of the lab are not allowed (e.g., analysis of samples that will contaminate the tools). Characterization of devices or materials for personal use or private sale is prohibited. A LAB USER'S access to MAF is contingent upon his or her continuing affiliation with the UW and with a FACULTY USER sponsor. If the LAB USER's affiliation with the faculty sponsor and/or UW ends, his or her access to MAF will terminate until such time as a new or renewed affiliation has been established and a new User Agreement Form and User Billing & Information is submitted. Sharing of access cards with other users or allowing unauthorized access to the facility is strictly prohibited and are grounds for terminating facility access. Non-authorized persons are prohibited from accompanying, observing, or helping users at work unless specifically approved by a MAF staff member.

Research, Intellectual, and Personal Property Rights: The LAB USER acknowledges responsibility for his or her own research and that MAF does not in any way warrant or assure project success. Ownership of rights in intellectual property resulting from LAB USER's research shall be governed by the policies of the University of Washington. The LAB USER further acknowledges responsibility for their personal and intellectual property. MAF may provide limited, unsecured storage as a courtesy and makes no guarantees against unauthorized access. If a LAB USER's access to the facilities is terminated, the FACULTY USER is then responsible for removing any personal property within sixty (60) days, or it may be disposed of at the discretion of MAF Staff.

Reporting Requirements: For publications and presentations that include work done at MAF the following sentence is to be included in the acknowledgments section: "Part of this work was conducted at the Molecular Analysis Facility, which is supported in part by funds from the Molecular Engineering & Sciences Institute, the

Clean Energy Institute, the National Science Foundation and the National Institutes of Health.” Also, electronic copies of all publications that contain work done at MAF must be sent to the MAF Associate Director.

The Agencies that provide funding to MAF typically require periodic reports of MAF activity. An example would be the annual report for the NSF National Nanotechnology Infrastructure Network. The LAB USER agrees to promptly provide a project title and brief description of work accomplished during the year when requested; the report should not contain sensitive information, as it may be used in presentations to illustrate the range of research topics at MAF.

Term and Termination: Subject to its other provisions, this Agreement shall commence on the start date below and shall automatically renew on July 1 of each year unless previously terminated. UW may terminate this Agreement by giving the FACULTY USER thirty (30) days prior written notice. UW may terminate the agreement by giving ten (10) days’ notice in the event of (i) failure to timely pay charges as noted above; or (ii) violation of rules or operating procedures established in the “Molecular Analysis Facility Policies”. In the event of such termination, FACULTY USER will only be liable for facility use costs incurred up to the date of termination. No use of the MAF, the MoIES Building or Equipment shall extend beyond the termination of this Agreement without prior written approval of UW.

Dispute Resolution: The MAF Associate Director is responsible for continued operation of MAF. If at any time a user feels unfairly treated by a staff member or that their access was wrongly terminated, they should discuss the situation with the MAF Associate Director. The sequence of appeals is from the MAF Associate Director to the MAF Director to the MoIES Institute Director.

The LAB USER and the supervising FACULTY USER warrant that they have fully read and agree with this Agreement. The LAB USER certifies that s/he has read, understands and will abide by all the user manuals in this User Agreement, and the FACULTY USER agrees to be responsible for charges incurred.

Lab User:	Faculty User:	MAF:
Signature_____	Signature_____	Signature_____
Printed Name_____	Printed Name_____	Printed Name_____
Title_____	Title_____	Title_____
Date_____	Date_____	Date_____

Start Date:_____

Return to:

Sharon Li, Operations Manager
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