

University of Washington Molecular Analysis Facility

FACILITY USE AGREEMENT # _____

This Facility Use Agreement (Agreement) is between the University of Washington (UW) and the user identified below ("LAB USER"), who is either a non-UW student, or an employee of or an independent consultant under contract to the institution identified below (the "INSTITUTION"), regarding the LAB USER's shared use of the Molecular Analysis Facility (MAF) operating in the Molecular Engineering and Science (MoES) Building located on the principal campus of the University of Washington in Seattle, Washington. 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 abide by all laboratory policies as outlined in:

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

Although the MAF provides general safety courses and training on the safe use of specific equipment, 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 INSTITUTION acknowledges responsibility for purchases, materials costs and lab fees incurred by the LAB USER in his/her use of the 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 INSTITUTION is responsible for promptly notifying the joint MAF facility operations manager in writing if a LAB USER ceases to be a student, or employee of, or under contract to the INSTITUTION and is responsible for all fees and costs by such LAB USER until such time as notice is received by the facility operations manager. Nonpayment of fees within sixty (60) days of receipt of invoice by the INSTITUTION will subject the INSTITUTION to termination of laboratory access with ten (10) days notice to the INSTITUTION. Finance charges at a periodic rate of 1% per month or 12% per year shall be added to balances past due over thirty (30) days. The INSTITUTION acknowledges it will be financially liable for equipment or other property damage if it is found to result from negligence or violation by the LAB USER of standard MAF policies and procedures. Checks, payable to the University of Washington, should be mailed to: University of Washington, Invoice Receivables, PO Box 94224, Seattle, WA 98124.

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. New training is required for users who are inactive for more than one quarter or when deemed necessary by MAF staff. 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. 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). A LAB USER'S access to MAF is contingent upon his or her continuing affiliation with the INSTITUTION. If the LAB USER's affiliation with the INSTITUTION ends, his or her access to MAF will terminate until such time as the LAB USER has a new or renewed affiliation with an INSTITUTION 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 may be grounds for terminating facility access. Non-authorized persons are prohibited from accompanying, observing, or helping users at work unless specifically approved by the laboratory staff.

Research, Intellectual, and Personal Property Rights: The LAB USER and INSTITUTION acknowledge responsibility for their own research and that MAF does not in any way warrant or assure project success. The LAB USER and INSTITUTION further acknowledge responsibility for their personal and intellectual property. MAF provides limited, unsecured storage as a courtesy and makes no guarantees against unauthorized access by non-INSTITUTION individuals. If a LAB USER ceases to be a student or employee of, or under contract to, the INSTITUTION, or if the relationship between the INSTITUTION and MAF is terminated, the INSTITUTION is then responsible for removing any personal property within sixty (60) days, or it may be disposed of at the discretion of MAF Staff. In addition to LAB USER use of the lab, INSTITUTION may arrange for the participation

of UW personnel for the conduct of proprietary research. All such arrangements shall be made under separate written agreement with the UW.

Reporting Requirements: For any 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 on 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. LAB USERS that pay for services at the industrial rate are not required to disclose any confidential information regarding the samples or work done at MAF. However, providing generic information about their use is important for maintaining funding support for MAF from the various agencies. Since use of MAF is on a fee for service basis it does not create any intellectual property obligations or reporting requirements for the LAB USER.

Liability: The INSTITUTION acknowledges responsibility and liability for the acts and negligence of its employees and agents and maintains health, accident and workers' compensation insurance for the LAB USER while he/she is working at MAF. The LAB USER and the INSTITUTION understand that use of MAF may involve exposure to potentially hazardous conditions including, but not limited to, chemical, mechanical, electrical, thermal, and radiation hazards. INSTITUTION's health and accident insurance coverage shall cover problems related to these hazards. The parties agree that the relationship between the parties established by this Agreement does not constitute a partnership, joint venture, agency, or contract of employment of any kind between them and that nothing herein shall be interpreted as establishing any form of exclusive relationship between the parties. The LAB USER and the INSTITUTION shall release, hold harmless and indemnify the University of Washington, its Regents, officers, agents, employees and students from any and all claims, damages, costs (including reasonable attorney fees) and liabilities arising out of the LAB USER's use of the MAF facilities other than such as results from the gross or sole negligence of the University of Washington, its Regents, employees, officers, agents, students, or representatives under this agreement. Neither party shall have any liability of any kind to the other Party for any indirect damages, including, but not limited to, lost profits, lost revenues, or loss of use.

Term and Termination: Subject to its other provisions, this Agreement shall commence on the start date below and shall automatically renew annually on July 1 of each year unless previously terminated. Either UW or INSTITUTION may terminate this Agreement by giving thirty (30) days prior written notice to the other. 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 "University of Washington User Manual". In the event of such termination, INSTITUTION will only be liable for facility use costs incurred up to the date of termination. No use of the MAF, Fluke Hall or MoES Building, or Equipment shall extend beyond the termination of this Agreement without prior written approval of UW.

Dispute Resolution: The parties hereby consent to and accept the exclusive jurisdiction and venue of the Superior Court of King County, Seattle Division, Washington in any dispute arising under this Agreement. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Washington. In the event an action is commenced to enforce a party's rights under this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and attorney's fees, as determined by a court in conjunction with such legal proceedings. If any of the provisions of this Agreement shall be determined to be invalid, illegal or unenforceable by a court, such provision shall be automatically reformed and construed so as to be valid, legal and enforceable to the maximum extent permitted by applicable law while preserving its original intent, and the other provisions shall remain in full force and effect.

Notice: All notices required to be given shall be tendered by overnight courier or postage paid, certified mail, or e-mail and delivered as follows:

If to UW:

If to INSTITUTION:

Sharon Li, Operations Manager
WNF/MAF
University of Washington, Box 352143
Fluke Hall Rm 215, 4000 15th Ave NE
Seattle, WA 98195-2143
coral-forms@coral.washington.edu

As stated below

Notice shall be deemed delivered on the date shown on the return receipt or when an acknowledgement of receipt is sent by the recipient. The recipient will acknowledge receipt of the notice via overnight courier or postage paid, certified mail or e-mail within three business days.

Amendments: Any amendments to this Agreement must be in writing and signed by authorized representatives of both UW and INSTITUTION.

The LAB USERS and the INSTITUTION warrant that they have fully read and agree with this User Agreement. The LAB USERS certifies that they have read, understand and will abide by all user manuals referenced in this User Agreement.

Institution: _____

University of Washington

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

Start Date: _____

NOTICES TO INSTITUTION:

AUTHORIZED LAB USERS:

Name: _____

Attention: _____

Address1: _____

Address2: _____

City, State, Zip: _____

Please return signed copies of this agreement to Sharon Li at the address listed above.