

MEM-C

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 directed use of Molecular Engineering and Materials Center.

Laboratory Policy

The LAB USER agrees to review and abide by all laboratory policies as outlined in the user manual:

- the MEM-C Lab Manual, posted at [User-Facility-Policies.pdf](#)

Although UW 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 MEM-C facility. A listing of the current fees can be found at:

- [Instrument-Rates.pdf](#)

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 MEM-C 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 the notice is received by the MEM-C facility director. Non-payment 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. 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 MEM-C facility is a community of professional and student researchers; courteous, professional, responsible behavior is required at all times. Access to the MEM-C facility will not be permitted until such time as the LAB USER has returned an executed User Agreement Form, the User Billing & Information Form, is covered by a Reviewed Research Project that is on file with and approved by the MEM-C facility lab managers, and has completed the mandatory orientation and safety classes for each laboratory tool and process the LAB USER will be using. Access to the MEM-C facility 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 laboratory manager. New training is required for users who are inactive for more than one quarter or when deemed necessary by the MEM-C facility staff. Use of the MEM-C facility is limited to research and development as described in the Reviewed Research Project; work outside its scope requires submission of an additional project proposal for review and approval by the the MEM-C facility lab managers. Processes with the potential to significantly affect the research of other users or the general operation of the lab are not allowed (e.g., no proprietary chemicals may be brought

into the lab). Fabrication of devices or development of other materials for personal or private sale is absolutely prohibited. A LAB USER'S access to the MEM-C facility is contingent upon his or her continuing affiliation with the UW and with the INSTITUTION. If the LAB USER's affiliation with the INSTITUTION ends, his or her access to the MEM-C facility will terminate until such time as a new or renewed affiliation with INSTITUTION has been established and a new User Agreement Form and User Billing & Information Form 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 the laboratory manager.

Research, Intellectual, and Personal Property Rights:

The LAB USER and INSTITUTION acknowledge responsibility for their own research and that MEMC does not in any way warrant or assure project success. The LAB USER and INSTITUTION further acknowledge responsibility for their personal and intellectual property. MEMC 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 MEMC 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 MEMC Staff. The 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.

Program Reporting Requirements

For any publications and presentations that include work done at the MEM-C Facility, the following sentence is to be included in the acknowledgments section:

"The authors acknowledge the use of facilities and instrumentation supported by the U.S. National Science Foundation through the UW Molecular Engineering Materials Center (MEM-C), a Materials Research Science and Engineering Center (DMR-171797)."

Occasionally MEM-C staff may request input in compiling publication lists and highlighting research done in the integrated labs. Users' cooperation in response to these requests is greatly appreciated.

Also, electronic copies on all publications that contain work done at MEMC must be sent to the MEM-C facility director.

The Agencies that provide funding to MEMC typically require periodic reports of MEMC activity. 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 MEMC. 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 MEMC. However, providing generic information about their lab use is important for maintaining funding support for MEMC from the various agencies. Since remote use of MEMC 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 MEMC. The LAB USER and the INSTITUTION

understand that use of MEMC 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 MEM-C facility 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 MEMC 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 MEMC, NanoES 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.

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

Notices to UW:

Prof. Dave Cobden
MEM-C
University of Washington
Box 351700
Seattle, WA 98195-1700
memc-forms@coral.washington.edu

Notices to INSTITUTION:

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 representative of both UW and INSTITUTION.

The LAB USER and the INSTITUTION warrant that they have fully read and agree with this Use Agreement. The LAB USER certifies that he/she has read, understands and will abide by all user manuals referenced in this User Agreement.

Remote User

Signature _____

Printed
Name _____

Title _____

Date _____

Start
Date _____

Institution

Signature _____

Printed
Name _____

Title _____

Date _____

UW MEMC

Signature _____

Printed
Name _____

Title _____

Date _____