

MEM-C

REMOTE USE AGREEMENT

This Remote Use Agreement (Agreement) is between the University of Washington (UW) and the user identified below ("REMOTE 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 REMOTE USER's directed use of Molecular Engineering and Materials Center.

Laboratory Policy:

The REMOTE USER agrees to provide a sufficiently detailed description of services and characterization needs required for completion of remote services. In addition, the REMOTE USER is responsible for any measures required to transport and secure the samples (e.g., International Traffic in Arms Regulations (ITAR) or Export Administration Regulation controls), as well as specifying the environmental control and storage conditions for the samples. MEMC Staff will perform the remote services on a fee for services basis using a best effort, time and materials cost reimbursement delivery model. MEMC Staff will utilize best available business practices, process methodologies, and materials selections prior to committing technical samples to the work stream. Remote services will be completed in as timely a manner as possible, but may be impacted by equipment and process engineering availability. Upon entering the work stream, the lead MEMC Staff member will provide the REMOTE USER with an initial schedule and will send notifications of any events that may result in significant deviation from the schedule.

Fees:

Upon initiation of a remote services request, the lead MEMC Staff member will furnish the REMOTE USER with a good-faith estimate of lab fees, labor hours, materials, and other purchases required to complete the remote services. The INSTITUTION acknowledges responsibility for purchases, materials costs and lab fees incurred by the REMOTE USER in his/her use of the MEM-C facility. The lead MEMC Staff member will notify the REMOTE USER of any expenditure that will result in exceeding a 10% variance above the good-faith estimate and halt remote services until the REMOTE USER approves the variance.

A listing of the current fees can be found at:

- uwmemc.org

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 REMOTE 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 REMOTE 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:

Remote services within MEMC will not be initiated until such time as the REMOTE USER has returned an executed Remote Use Agreement Form. Projects with the potential to significantly affect the research of other users or the general operation of the lab may not be allowed (e.g., analysis of samples that will contaminate the tools). REMOTE USERS can accompany the laboratory staff during their remote services if desired; however, they must be escorted at all times by a MEMC staff member and they are not permitted to operate MEMC tools and equipment. If the REMOTE USER desires unescorted access to MEMC a separate facility use agreement must be executed and the REMOTE USER must successfully complete mandatory training. A REMOTE USER's access to WNF is contingent upon his or her continuing affiliation with the INSTITUTION. If the REMOTE USER's affiliation with the INSTITUTION ends, the INSTITUTION should appoint a replacement REMOTE USER and inform the lead MEMC staff member of the new point of contact as soon as possible. Non-authorized persons are prohibited from accompanying, observing, or helping users at work unless specifically approved by the MEM-C facility director.

Research, Intellectual, and Personal Property Rights:

The REMOTE USER and INSTITUTION acknowledge responsibility for their own research and that MEMC does not in any way warrant or assure project success. Remote services are performed on a fee for service model using a best-effort, time and materials cost reimbursement basis. The REMOTE 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. The REMOTE USER must work with MEMC Staff to make appropriate arrangements for storing ITAR Controlled materials. If a REMOTE 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 REMOTE 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. REMOTE 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 remote 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 REMOTE USER.

Liability:

The REMOTE USER has the option of accompanying the laboratory staff during analysis of their samples but must be escorted at all times. The INSTITUTION acknowledges responsibility and liability for the acts and negligence of its employees and agents and maintains health, accident and workersâ€™ compensation insurance for the REMOTE USER if he/she is observing operations at MEMC. The REMOTE USER and the INSTITUTION understand that MEMC operations may involve exposure to potentially hazardous conditions including, but not limited to, chemical, mechanical, electrical, thermal, and radiation hazards. INSTITUTIONâ€™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 REMOTE 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 REMOTE USERâ€™s presence in MEMC other than items that result 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) daysâ€™ 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.

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

The REMOTE USER and the INSTITUTION warrant that they have fully read and agree with the Remote Use Agreement. The REMOTE USER certified that s/he 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 _____