

University of Washington Microfabrication 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 Microfabrication Facility (MFF) and/or Nanotechnology User Facility (NTUF) operating in Fluke Hall located on the principal campus of the University of Washington in Seattle, Washington. The MFF together with the NTUF form an integrated research laboratory funded, in part, by the National Science Foundation (NSF) through the National Nanotechnology Infrastructure Network (NNIN) (or successor grants).

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

- the MFF user manual, posted at:
<http://www.engr.washington.edu/sites/default/files/facresearch/microfab/docs/labusermanual.pdf>
- the NTUF Policy manual, posted at:
http://depts.washington.edu/ntuf/about/docs/Nanotech_User_Facility_Policies_Dec2010.pdf

Although the MFF and NTUF provide 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 MFF and/or the NTUF. A listing of the current fees can be found at:

- MFF tools: (also attached)
<http://www.engr.washington.edu/sites/default/files/facresearch/microfab/docs/MicrofabricationFacilityRates2011.pdf>,
- NTUF tools: <http://depts.washington.edu/ntuf/facility/service.php>

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 MFF/NTUF 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. 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. 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 MFF/NTUF 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 MFF/NTUF is a community of professional and student researchers; courteous, professional, responsible behavior is required at all times. Access to MFF/NTUF 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 MFF and/or NTUF lab managers, and has completed the mandatory 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. Access to MFF/NTUF 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. Use of MFF/NTUF 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 MFF/NTUF 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). A LAB USER'S access to MFF 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 MFF/NTUF 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 Form 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 MFF/NTUF do not in any way warrant or assure project success. The LAB USER and INSTITUTION further acknowledge responsibility for their personal and intellectual property. MFF 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 MFF/NTUF 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 MFF/NTUF 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.

NNIN Program Requirements: Submission of an annual report for active project is required by NSF as a provision of the NNIN program. The LAB USER and INSTITUTION agree to provide a project title and brief description of work accomplished during the year; the report should not contain sensitive information, as it may be used in presentations to illustrate the range of research topics at MFF/NTUF. The INSTITUTION also acknowledges that its identity may be made public in presentations and other materials describing MFF/NTUF and the NNIN. The INSTITUTION further agrees that, where appropriate, the MFF/NTUF and the NNIN will be acknowledged in any of its sponsored publications or presentations, resulting from substantive work performed at these facilities. A suggested acknowledgment is: "Part of this work was conducted at the University of Washington Microfabrication/Nanotechnology User Facility, a member of the NSF National Nanotechnology Infrastructure Network." Occasionally NTUF or MFF 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.

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 MFF/NTUF. The LAB USER and the INSTITUTION understand that use of MFF/NTUF 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 MFF/NTUF 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 Micro-Fabrication Laboratory 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 MFF/NTUF, Fluke Hall, 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, return receipt requested and delivered as follows:

If to UW:
Sharon Li, Operations Manager
Microfabrication and Nanotechnology User Facilities
University of Washington, Box 352143
215 Fluke Hall
4000 Mason Rd
Seattle, WA 98195

If to INSTITUTION
As stated below

Notice shall be deemed delivered on the date shown on the return receipt.

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

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

Lab User	Institution	UW MFF/NTUF:
Signature _____	Signature _____	Signature _____
Printed Name _____	Printed Name _____	Printed Name _____
Title _____	Title _____	Title _____
Date _____	Date _____	Date _____

Start Date: _____

NOTICES TO INSTITUTION:

Name: _____

Attention: _____

Address1: _____

Address2: _____

City, State, Zip: _____