

Washington Nanofabrication Facility and 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 Washington Nanofabrication Facility (WNF) operating in Fluke Hall and/or Molecular Analysis Facility (MAF) operating in the Molecular Engineering and Science Building located on the principal campus of the University of Washington in Seattle, Washington. The WNF together with the MAF form an integrated research laboratory funded, in part, by the National Science Foundation (NSF) through the National Nanotechnology Coordinated Infrastructure (NNCI).

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

- the WNF user manual, posted at: <https://www.wnf.uw.edu/docs/WNF-User-Manual.pdf>
- the MAF Policies, posted at: <http://www.moles.washington.edu/maf/access/userpolicies/>

Although the WNF and MAF 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 WNF and/or the MAF. A listing of the current fees can be found at:

- WNF tools: <https://www.wnf.uw.edu/docs/WNF-Rates.pdf>,
- MAF tools: <http://www.moles.washington.edu/maf/>

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 WNF/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 WNF/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 WNF/MAF is a community of professional and student researchers; courteous, professional, responsible behavior is required at all times. Access to WNF/MAF 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 WNF and/or MAF 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 or when deemed necessary by WNF/MAF staff. Access to WNF/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 laboratory manager. Use of WNF/MAF 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 WNF/MAF 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 WNF and 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 WNF/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 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 WNF/MAF do not in any way warrant or assure project success.

The LAB USER and INSTITUTION further acknowledge responsibility for their personal and intellectual property. WNF 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 WNF/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 WNF/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.

NNCI Program Requirements: Submission of an annual report for active project is required by NSF as a provision of the NNCI 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 WNF/MAF. The INSTITUTION also acknowledges that its identity may be made public in presentations and other materials describing WNF/MAF and the NNCI. The INSTITUTION further agrees that, where appropriate, the WNF/MAF and the NNCI 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 Washington Nanofabrication Facility / Molecular Analysis Facility, a National Nanotechnology Coordinated Infrastructure (NNCI) site at the University of Washington, which is supported in part by funds from the National Science Foundation (awards 1542101, 1337840 and 0335765), the National Institutes of Health, the Molecular Engineering & Sciences Institute, the Clean Energy Institute, the Washington Research Foundation, the M. J. Murdock Charitable Trust, Altatech, ClassOne Technology, GCE Market, Google and SPTS." Also, electronic copies of all publications that contain work done at WNF/MAF must be sent to the WNF/MAF Associate Director.

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 WNF/MAF. The LAB USER and the INSTITUTION understand that use of WNF/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 WNF/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 "Washington Nanofabrication Laboratory User Manual" or "Molecular Analysis Facility Policies". 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 WNF/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, return receipt requested and delivered as follows:

If to UW:

Sharon Li, Operations Manager
WNF/MAF
University of Washington, Box 352143
Fluke Hall Rm 115, 4000 15th Ave NE
Seattle, WA 98195-2143
coral-forms@coral.washington.edu

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 WNF/MAF:
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:_____

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