

University of Washington

Washington Nanofabrication Facility and Molecular Analysis Facility

REMOTE USE (FOUNDRY SERVICES) AGREEMENT

This Remote Use (Foundry Services) 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 the Washington Nanofabrication Facility (WNF) and/or Molecular Analysis Facility (MAF) operating in Fluke Hall and the Molecular Engineering and Sciences 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) (or successor grants).

Laboratory Policy: The REMOTE USER agrees to provide a detailed, written description of required services, desired process specifications, and requisite characterization steps required for completion of foundry services. In addition, the REMOTE USER must coordinate any required measures to secure technical samples (e.g. International Traffic in Arms Regulations (ITAR) or Export Administration Regulation controls), intellectual property, INSTITUTION or process recipe indemnification, and/or environmental control and storage conditions with the assigned lead UW engineer prior to delivery of technical samples to UW. UW engineers will perform foundry services using a best effort, time and materials cost reimbursement delivery model. UW engineers will utilize best available business practices, process methodologies, and materials selections prior to committing technical samples to the work stream. Foundry 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 UW engineer will provide the REMOTE USER with an initial milestone schedule and will send notifications of any events that may result in significant deviation from the schedule.

Fees: Upon initiation of a foundry services request, the lead UW engineer will furnish the REMOTE USER with a good-faith estimate of lab fees, labor hours, materials, and other purchases required to complete the foundry services as defined in writing. The INSTITUTION acknowledges responsibility for purchases, materials costs and lab fees incurred by the REMOTE USER in his/her use of the WNF and/or the MAF. The lead UW engineer will notify the REMOTE USER of any expenditure that will result in exceeding a 10% variance above the good-faith estimate and halt foundry services until the REMOTE USER approves the variance in writing.

A listing of the current fees can be found at:

- WNF tools: <https://www.wnf.washington.edu/docs/WNF-Rates.pdf>,
- 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 WNF/MAF 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 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 REMOTE 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: Foundry services within WNF/MAF will not be initiated until such time as the REMOTE USER has returned an executed Remote Use 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. Processes with the potential to significantly affect the research of other users or the general operation of the lab may not be allowed (e.g., new and proprietary chemicals must be reviewed and approved before being brought into the lab). REMOTE USERS are encouraged to accompany the laboratory staff during their foundry services if desired and coordinated; however, they are not permitted unilateral access to the facility unless a separate facility use agreement has been executed and the REMOTE USER successfully completes 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 UW

engineer 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 laboratory staff.

Research, Intellectual, and Personal Property Rights: The REMOTE USER and INSTITUTION acknowledge responsibility for their own research and that WNF/MAF do not in any way warrant or assure project success. Remote/foundry processes are performed on a best-effort, time and materials cost reimbursement basis. The REMOTE 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 with the exception of ITAR Controlled materials as defined in writing and in compliance with the WNF Technology Control Plan. 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 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. 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.

NNCI Program Requirements: Submission of an annual report for active project is required by NSF as a provision of the NNCI program. The REMOTE 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." Occasionally MAF or WNF 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 REMOTE USER has the option of accompanying the laboratory staff during foundry operations 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 workers' compensation insurance for the REMOTE USER if he/she is observing foundry operations at WNF/MAF. The REMOTE 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 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 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 "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 WNF/MAF, Fluke Hall, the Molecular Engineering and Sciences 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 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:	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 the signed agreement to the address listed under "If to UW", above.