

## Installation of Equipment Purchased by NCSU Faculty in the NCSU Nanofabrication Facility

This agreement is made by and between \_\_\_\_\_ and NCSU Nanoelectronics Facility. This agreement is effective on the date of the last signature.

Description of the Equipment to be Installed:

NCSU Faculty member / original owner:

The original owner agrees to the installation of the abovementioned equipment in the NCSU Nanofabrication facility. It is understood by both parties that the abovementioned equipment will be open to all users of the NCSU nanoelectronics facility including academic and industrial users.

### TERMS OF AGREEMENT:

- 1) NCSU Nanoelectronics Facility agrees to assume all *responsibility* and *cost* to move and install the abovementioned equipment in the cleanroom.
- 2) NCSU Nanoelectronics Facility agrees to assume all *responsibility* and *cost* to maintain the abovementioned equipment.
- 3) NCSU Nanoelectronics Facility agrees to provide the original owner and his students *free access* to the abovementioned equipment.
- 4) The original owner of the abovementioned equipment agrees to allow NNF to upgrade/modify/repair the equipment in order to improve the tool's capabilities; specifications and lifetime to better serve the NNF users and reduce the equipment down time and maintenance costs.
- 5) The original owner of the abovementioned equipment understands that
  - a. The free access is limited to the use of the abovementioned equipment. The standard academic rates apply to all other processes and services available in the NCSU Nanofabrication facility.
  - b. His/her students will use the tool on a first-come first-served basis and have no priority over other NNF users.
  - c. His/her students cannot run any processes in this tool that have the potential to contaminate the NNF cleanroom.
  - d. His/her students have to follow all NNF rules and safety regulations to use the facility.
- 6) The original owner of the tool agrees to leave the tool in NNF for a minimum of two years after which he/she can reclaim the tool with three months' advance notice.
- 7) NNF reserves the right to cancel this agreement *anytime* and return the tool to the original owner with three months' notice if
  - a. The tool cannot perform the processes it is designed for.
  - b. The upkeep costs outweigh the tool's benefits.
  - c. Space is needed for new tools with other functionalities.
  - d. The original owner violates the terms of this agreement.
- 8) The original owner agrees to cover all deinstallation and moving costs upon reclaiming the abovementioned equipment according to the above terms.
- 9) NNF agrees to cover all deinstallation and moving costs upon canceling this agreement.
- 10) NNF agrees to return the tool to the original owner in good condition upon canceling this agreement.

NCSU Nanofabrication Facility Director:

\_\_\_\_\_ Date: \_\_\_\_\_

NCSU Faculty / Original Equipment Owner:

\_\_\_\_\_ Date: \_\_\_\_\_