



## **USER AGREEMENT FOR USERS FROM INDUSTRY AND INSTITUTIONS OTHER THAN NCSU**

This agreement is between the NCSU Nanofabrication Facility (NNF) and

\_\_\_\_\_ ("User"), who is an employee of

\_\_\_\_\_ ("INSTITUTION")

regarding the use of the facility.

### **Laboratory Safety:**

The User agrees to abide by all laboratory policies, as stated in the "General EGRC Cleanroom Safety and Procedures Manual". The 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 laboratory community. While the User will be trained in general chemical safety before being allowed to use chemicals, and in the operation of the particular processing instruments required by his/her work, the User assumes primary responsibility for his/her personal safety. It is expected that the User will operate all instruments and equipment in a safe and professional manner, consistent with the operating instructions and the Laboratory rules. The User represents that his/her knowledge of chemistry and general laboratory practice is advanced enough to permit the safe pursuit of the project in question.

### **Liability:**

The User and his/her institution understand that he/she is not an employee of NCSU and that NCSU provides no Worker's Compensation or other Liability Coverage for the User's benefit. NCSU will not be responsible for any medical expenses that the User may incur. The User is deemed to be acting as a representative and employee of his/her institution during work at NNF. The INSTITUTION acknowledges responsibility for general liability and maintains such health and accident insurance as it may carry for the User while he/she is working at NNF. The User and the INSTITUTION understand that use of NNF may involve exposure to potentially hazardous conditions including, but not limited to, chemical, mechanical, electrical, thermal, and radiation hazards. The User and the INSTITUTION shall release, hold harmless and indemnify NCSU, its officers, agents and employees from any and all claims, damages, costs (including reasonable attorney fees) and liabilities arising out of the User's use of the NCSU facilities other than such as results from the negligence of NCSU, its officers, agents, or employees.

### **Limits on Use:**

The User acknowledges that NNF is a community of professional and student researchers. As such, courteous, professional, responsible behavior is expected at all times. Access to NNF is a privilege and may be revoked by NCSU at any time. Use of NNF is limited to research and development as described in the User's project proposal. Work outside the scope of the proposal requires an additional project proposal on file. Processes with the potential to affect the safety of others in the lab or adversely affect laboratory equipment are not permitted without the express prior approval of the NNF director. As part of the approval process, the User agrees to provide to the lab manager and the NCSU Safety department MSDS sheets and process information for new materials and processes that are proposed for the lab.

### **Research and Intellectual Property Rights:**

The User acknowledges that he/she is ultimately responsible for his/her own research and that NNF does not in any way warrant or assure project success. NNF makes no a priori claims to inventions developed in the lab, but also makes no additional provisions, outside of NCSU University Policies and Procedures, to protect User's intellectual

property. Ownership of rights in intellectual property resulting from User's research shall be governed by the policies of the INSTITUTION and agreements between User and the INSTITUTION. In the case of joint inventions involving employees or students from more than one institution, intellectual property rights will be shared under agreements worked out in each case. User agrees not to give proprietary information to the NNF Staff or other Laboratory Users; however, non-disclosure agreements can be considered on a case-by-case basis if the NNF Staff or the NCSU Safety Department needs to know proprietary information in order to make a determination of whether or not a proposed process or material can be safely accommodated in the lab.

**Fees:**

The INSTITUTION acknowledges responsibility for purchases, materials costs and lab fees incurred by the User in his/her use of NNF. The INSTITUTION acknowledges it may be financially liable for equipment or other property damage if it is found to result from gross negligence or deliberate violation, by the User, of standard NNF policies and procedures. University shall invoice User for costs incurred hereunder, and payment in full shall be made by User within thirty (30) days thereof. All Users (and their institutions) of the NNF Laboratory Facilities represent that they have read and understand and agree to the terms of this Memorandum of Understanding, and have asked any questions they may have in reference to this memo or any other information they have received before signing.

**Institutional Approval:**

NOTE: Institutional approval must be by an officer of the institution with appropriate authority, e.g. the Vice President for Research, Dean, or Director; NOT the Principal Investigator.

User:	Institutional Representative	NNF
_____ Signature	_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name	_____ Printed Name
_____ Title	_____ Title	_____ Title
_____ Date	_____ Date	_____ Date

Please mail or scan and email this form to:

Nicole Hedges  
Process Engineer  
NCSU Nanofabrication Facility  
NC State University  
Campus Box 7920  
Raleigh, NC 27695-7920  
nchedges@ncsu.edu

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