

Seattle's Hub for Industry-driven Nanotechnology Education

North Seattle College

9600 College Way North

Seattle, WA 98103

www.seattlenano.org



North Seattle College Nanotechnology Lab User Agreement

Facility Use Agreement Lab User # _____ (completed by Staff)

Institution # _____ (completed by Staff, if applicable)

This Facility Use Agreement (Agreement) is between the North Seattle College (NSC) and the user identified below ("LAB USER"), who is either a non-NSC 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 Nanotechnology Lab (NTL) operating in the Education Building ED0844c on the campus of North Seattle College in Seattle, Washington. The NSC Nanotechnology Lab (NTL) is funded, in part, by the National Science Foundation (NSF) through the Advanced Technical Education (ATE) Regional Center award (or previous and successor grants).

Nanotechnology Lab Policy: The LAB USER agrees to abide by all laboratory policies as outlined in the Nanotechnology Lab website, posted at: <http://www.seattlenano.org/lab-access.html>

Although the NSC NTL provide general safety 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 LAB USER and INSTITUTION acknowledges responsibility for costs incurred by purchases, materials cost, training, daily use fees, engineering and hourly equipment fees. A listing of current fees can be found at: <http://www.seattlenano.org/lab-access.html>

Any future fee changes in excess of 10% will be made with at least 90 days' notice. The INSTITUTION is responsible for promptly communicating to the staff and LAB USER who ceases to be a NSC Student.

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 NTL policies and procedures. Checks, payable to the North Seattle College (145-111-3C23), should be mailed to: Brian Rucci, Math/Science Division, North Seattle College, 9600 College Way N, Seattle, WA 98103.

Limits on Use: The NSC NTL is a community of professional and student researchers; courteous, professional, responsible behavior is required at all times. Access to NTL will not be permitted until such time as the LAB USER has returned an executed User Agreement Form, the User Billing & Information Form, and has completed the mandatory orientation training 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 NTL staff. Access to NTL is a privilege and may be suspended, restricted or have conditions placed upon it by NSC at any time and for any reason at the discretion of the laboratory manager. Use of NTL 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 NTL staff. 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 NTL 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 the NTL 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. 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:

Submission of an annual report for active project is required by NSF as a provision of the ATE program. The LAB USER and INSTITUTION agree to provide and allow dissemination of 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 work conducted at the NTL. The INSTITUTION also acknowledges that its identity may be made public in presentations and other materials describing the NTL and NSC. The INSTITUTION further agrees that, where appropriate, the NTL, NSC and the NSF 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 North Seattle College Nanotechnology Lab User Facility, part of SHINE – Seattle’s Hub for Industry-driven Nanotechnology Education a NSF regional ATE Center.” Occasionally NTL staff may request input in compiling publication lists and highlighting research done in the NTL. 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 NTL. The LAB USER and the INSTITUTION understand that use of NTL 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 North Seattle College, its deans, 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 NTL facilities other than such as results from the gross or sole negligence of North Seattle College, its deans, 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, lost samples 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 NSC or INSTITUTION may terminate this Agreement by giving thirty (30) days prior written notice to the other. NSC 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 “North Seattle College Nanotechnology Laboratory User Manual” or Nanotech Lab User 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 NTL, or Equipment shall extend beyond the termination of this Agreement without prior written approval of NSC.

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 NTL:

SHINE Managing Director
Math/Science Division
North Seattle College
9600 College Way N
Seattle, WA 98103

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 NSC 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.

This User Agreement is between the North Seattle College (“NSC”) and the user identified below (“LAB USER”), who is either a non-NSC student, or an employee of or an independent consultant under contract to the institution identified below (“INSTITUTION”), regarding the LAB USER’s shared use of the Nanotechnology Lab (“NTL”).

LAB USER:	INSTITUTION:	NSC / NTL:
Printed Name _____	Printed Name _____	Printed Name _____
Signature _____	Signature _____	Signature _____
Title _____	Title _____	Title _____
Date _____	Date _____	Date _____

