

# 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 Facility User Agreement

Facility Use Agreement #: \_\_\_\_\_ (completed by NTL Staff)

Institution #: \_\_\_\_\_ (completed by NTL Staff, if applicable)

This Facility Use Agreement (AGREEMENT) is between North Seattle College (NSC) and the user identified below (LAB USER) who is either a non-NSC student, or employee of and/or independent consultant under contract to the institution identified below (INSTITUTION), regarding the LAB USER's shared use of the Nanotechnology Lab (NTL) in the Education Building Room ED0844C on the campus of North Seattle College in Seattle, Washington. The NSC NTL is funded, in part, by the National Science Foundation (NSF) through the Advanced Technical Education (ATE) Regional Center award (or previous and successive grants).

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

Although the NSC NTL provides general 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 NTL and Education Building.

**Fees:** The LAB USER and INSTITUTION acknowledge responsibility for costs incurred by purchases, materials costs, training, Daily Access Fees, NTL Staff Engineering fees, and hourly instrument 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' advance notice. The INSTITUTION is responsible for promptly communicating to NTL Staff any 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 over thirty (30) days past due. 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 North Seattle College, 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 operation and safety training for each laboratory tool and process the LAB USER will be using. Retraining 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 NTL Staff. 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



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 **NORTH SEATTLE  
COLLEGE**  
One of the Seattle Colleges



proprietary chemicals may be brought into the lab unless authorized by NTL Staff). A LAB USER'S access to NTL is contingent upon continued affiliation with the INSTITUTION. If the LAB USER's affiliation with the INSTITUTION ends, 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 a LAB USER at work unless specifically approved by NTL Staff.

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

Submission of an annual report for active projects 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 title and description 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. INSTITUTION and/or LAB USER 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 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 policies and 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 \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

