

**AGREEMENT FOR ACCESS TO THE
UCI INTEGRATED NANOSYSTEMS RESEARCH FACILITY**

This agreement is between the Regents of the University of California, a California constitutional corporation, on behalf of the University of California, Irvine Integrated Nanosystems Research Facility (hereinafter "University") and _____
_____ (hereinafter, User).

This agreement covers access to the Integrated Nanosystems Research Facility (INRF) located in the UCI Engineering Gateway Building. It does not provide access to any other University laboratories or facilities.

1. User contact information:

Contact Person: _____
Address: _____

City, State, ZIP _____

2. The following attachment is incorporated by reference as a part of the agreement:
Attachment I: Waiver/Release Agreement

3. Period of Performance:

A. The period of performance of this contract shall begin on _____ and continue through _____.

4. Laboratory Access Fee: As stated on the Account Authorization Form per officer, employee, or agent of the User. Some additional fees may be incurred and are listed elsewhere in this agreement.

5. Payment Schedule: User will be invoiced on a monthly basis with all charges due and payable within 30 days. Checks are to be made payable to "UC Regents" and are to be drawn from a bank located in the United States of America.

6. The equipment to be utilized is as follows:

INRF Cleanroom and Characterization Facility

7. UCI will provide:

A. Chemicals and supplies listed in General Materials and Supplies.

- B. Gowning clothing to be worn in the lab. User is responsible for maintaining cleanliness of lab clothing utilized.
- C. A fee for the removal of hazardous waste materials resulting from the users activities.

For any usage in excess of these amounts User agrees to reimburse the University the full cost, including University overhead.

8. User is to Provide:

- A. Chemicals and supplies other than those listed in A above.

9. Other Costs:

A. Safety Training :

There will be a one time charge of \$750 per person for training for individuals who have previous clean room working experience. If the individual (or individuals) do not have sufficient prior experience, it may be possible to provide additional training, for an additional fee. The unavailability of necessary personnel to perform the training or other factors may preclude the use of the facility by inexperienced individuals.

B. Miscellaneous Materials:

Materials and supplies not covered under A above may be supplied by UCI with a specific agreement and a cost determined by the cost to UCI (for example, the prorated cost of materials plus 25%). An invoice for such materials will be sent at the end of each month. Shipping services (FedEx, etc.) will also be billed at a 25% markup.

C. Escorted Services:

Technical support for specific processes is available from the INRF staff at a rate of \$175.00 per hour. Staff time needs to be scheduled in advance and is subject to availability. Consultant services may be arranged with the University under separate agreement. Contract INRF Administration regarding terms of consultant services.

10. Liability:

- A. User is solely responsible for their personnel and property.

- B. All non-UCI users must sign a liability waiver.

C. Indemnification:

User shall defend, indemnify and hold harmless University, its officers, employees, and agents from and against any and all liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement. Additional indemnification and release requirements are defined in the attached and incorporated Waiver/Release Agreement.

D. Insurance:

User, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

(1.) Comprehensive or Commercial Form General Liability Insurance (bodily injury, property damage and contractual liability included) with a the following limits:

| | |
|-----------------------------------|-------------|
| Each Occurrence: | \$1,000,000 |
| Products/Completed Operations | |
| Aggregate: | \$5,000,000 |
| Personnel and Advertising Injury: | \$1,000,000 |
| General Aggregate:* | \$5,000,000 |

*Not applicable to comprehensive form.

If the above Insurance is written on a claims-made form, it shall continue following termination of this Agreement for three years. The insurance shall have a retroactive date of placement prior to or coinciding with the Commencement Date of this Agreement.

(2.) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than one million dollars (\$1,000,000) per occurrence.

(3.) Workers Compensation and Employers Liability Insurance in a form and amount covering User's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

(4.) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of University and User against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this section shall not in any way limit the liability of User.

The coverages referenced in this paragraph, with exception to Workers' Compensation, shall be endorsed to include The Regents of the University of California as an additional insured. User, upon the execution of this Agreement shall furnish University with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to University of any modification, change or cancellation of any of the above insurance coverage. Payment of premiums on all required insurance is User's responsibility.

E. Compliance with Applicable Laws and Regulations:

Users agree to comply with all federal, state, and local laws, rules, regulations, and ordinances (EPA, OSHA, CALOSHA, AQMD, etc.) that are now or may, in the future, become applicable to User and/or University.

F. Governing Law:

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

11. Dates and Times of Hours Lab Use:

- A. The laboratory is available for use from 8 am to 5 p.m. Monday through Friday, during those days when the University is open. All usage must be scheduled in advance, and may be subject to change. Access outside of these hours may be possible by special agreement (e.g., with supervision of a faculty member).
- B. The laboratory will be closed during periods of University shutdown. Access may be available by special arrangement (e.g., with supervision of a faculty member).

12. Termination of Agreement:

- A. This agreement can be canceled, without cause, with 30 days written notice by either party.
- B. This agreement may be terminated immediately by the University, and/or User employees may be barred from the laboratory for unsafe practices, or unprofessional behavior (for example, harassment, defacing the work of others).

Acknowledged and Accepted by:

(User)

Signature

Date

Type Name

Title

(University)

Signature

Date

Type Name

Title