

Nano3 Facility UC Campus User Memorandum of Agreement

This Memorandum of Agreement dated as of _____
("Memorandum") is by and between the Nano3 Facility ("Nano3" or "Nano3 Facility") and
_____ ("USER"), regarding the use of the Nano3
Facility. For good and valuable consideration, the receipt and sufficiency of which are
hereby acknowledged, the parties agree as follows:

1. **Independent Access:** If USER requests independent access to the Nano3 Facility, Nano3 hereby grants to USER permission to independently access the Nano3 Facility, subject to USER's full compliance with all Nano3 Policies and Procedures, including, but not limited to, the following: (a) attendance and completion of the UC Laboratory Safety Fundamentals training and submission of a copy of USER's certificate of completion to Nano3; (b) completion of the Nano3 Policies and Procedures examination; and (c) attendance at the Nano3 Safety Orientation.
2. **Nano3 Services:** If USER requests Nano3 services, Nano3 staff will perform such services in accordance with Nano3's customary standards and within its normal parameters. Nano3 staff will not perform any services which Nano3 deems unsafe, illegal or which are not otherwise in accordance with the training and/or safety standards set forth herein or applicable law. USER shall provide to Nano3 any items which may be necessary for the performance of any services in a timely manner. USER acknowledges and accepts that USER's failure to provide such items or respond to any of Nano3's requests in a timely manner may adversely affect USER's activities at the Nano3 Facility and could result in Nano3's termination of this Agreement. The parties shall comply with any and all applicable laws, rules, regulations and policies.
3. **Independent Access and Nano3 Services:** If USER requests independent access and Nano3 services, the terms and conditions of both Paragraphs 1 and 2 above shall apply.
4. **Nano3 Facility Use Fees; Service Fees:** The Principal Investigator ("PI") designated below acknowledges and accepts responsibility for payment of the facility use fees and/or the service fees incurred by the USER's use of the Nano3 Facility and any Nano3 services provided by Nano3.
5. **Nano3 Facility Damage:** USER hereby agrees that USER may be held personally liable for loss or damage to any equipment or other damage if such damage is found to result from USER's negligence, willful misconduct or deliberate violation of Nano3 policies and/or procedures. PI acknowledges and accepts that PI may be held personally liable for loss or damage to any equipment or other damage if such damage is found to result from USER's negligence, willful misconduct or deliberate violation of Nano3 policies and/or procedures.

6. **Safety Training**: If independent access has been granted to USER, Nano3 will train USER in general chemical safety specific to Nano3 before allowing the use of chemicals by USER, and in the operation of the particular processing instruments required by USER's work, however, USER hereby assumes sole responsibility for USER's personal safety. Any processing involving hazardous chemicals in the Nano3 Facility must be in accordance with the safety Standard Operating Procedure (SOP) developed by the USER and USER's PI.
7. **Permissions (Chemicals); No Biohazards**: If USER has been granted independent access to the Nano3 Facility, USER agrees to obtain special permission from Nano3 staff for the introduction of any chemicals not commonly available inside the Nano3 Facility. USER represents and warrants that no biohazards will be introduced into any Nano3 Facility laboratories.
8. **Equipment Operation**: If USER has been granted independent access to the Nano3 Facility, USER shall at all times operate all instruments and equipment in a safe and professional manner, consistent with the applicable operating instructions and the Nano3 Facility laboratory rules.
9. **No Warranty; No Liability; Assumption of Risk; Waiver**: The Nano3 Facility hereby disclaims any and all warranties, express and implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose, and shall bear no liability in connection with USER's use of the Facility. USER hereby expressly acknowledges and agrees that: (a) all Facility equipment is provided on an "as-is" basis; (b) Nano3 Facility shall not be liable for any loss or damage to USER's equipment, materials or any other USER property; (c) Nano3 makes no guarantee, representation or warranty of any kind or nature regarding any services provided by Nano3 staff or the outcome or success of any experiment, project or other activity conducted at the Nano3 Facility, and shall bear no liability whatsoever in connection therewith; and (d) USER assumes all risk regarding USER's use of the Facility and hereby waives any and all claims against the Nano3 Facility, UC San Diego and the Regents of the University of California.
10. **Compliance**: USER hereby agrees to comply with all Nano3 Facility training provided, its policies and procedures, and all applicable laws. User expressly acknowledges and agrees that failure to comply with any of the terms and conditions set forth herein, the Nano3 Facility training (if provided), its policies and procedures and/or any applicable law may result in the immediate revocation of all permissions granted hereunder and USER's prompt removal from the Nano3 Facility.
11. **Professional Conduct**: USER acknowledges that the Nano3 Facility is a community of professional and student researchers. As such, courteous, professional, and responsible behavior by USER (including its PI and all other employees, staff or representatives) is required at all times. USER acknowledges and agrees that access to the Nano3 Facility is a privilege which may be revoked by Nano3 at any time.

12. **Additional Terms:** All other terms, including, but not limited to, Nano3 Facility reservations and Nano3 Facility use and services payments may be found on the Nano3 website located at: <https://nano3.calit2.net/>.

The foregoing represents the entire agreement between the parties with respect to the subject matter set forth herein. This Memorandum is executed by the duly authorized representative of each party hereto, and shall be deemed effective as of the date first hereinabove written.

USER

Signature

Print Name and Title

Accepted:

PRINCIPAL INVESTIGATOR

Signature

Print Name and Title