# NANO3 FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”) is entered into by and between **The Regents of the University of California on behalf of its San Diego campus,** a public, not-for-profit, educational institution located at 9500 Gilman Drive, La Jolla, California 92093 (“UCSD”) and the **Company** whose name and address appear on Exhibit A, attached here and incorporated by reference (“Company”).

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. **Scope of Work**. UCSD will perform the services set forth in Exhibit A (“Services”), attached here and incorporated into this Agreement by reference, and/or will permit the Company and Company users to access and use certain UCSD facilities in accordance with the terms and conditions here and in Exhibit A.
2. **Agreement Term**. This Agreement will begin on the date of its full execution (“Effective Date”) and end two years later, unless otherwise specified in Exhibit A.
3. **Contacts**. Inquiries and notices with respect to this Agreement shall be sent to the contacts whose name and information are stated in Exhibit A for each party.
4. **Responsibilities**. TheCompany shall provide to UCSD any items or information required to allow UCSD to perform its work, and shall do so in a timely and secure manner. All parties agree to comply with any and all applicable laws, rules, regulations, and policies.
5. **Facility Independent Use Requirements**.
	1. **Nano3 Facility.** The University of California, San Diego, Calit2 (“UCSD” or "Calit2") has established a Nano3 laboratory ("Nano3" or "facility") for use by UCSD faculty and students for academic and research purposes. As a public service consistent with the mission of UCSD, and subject to such UCSD use, the Nano3 may be available for use by non-UCSD entities on an hourly fee basis to conduct independent activities for which satisfactory facilities do not exist elsewhere.
	2. **Workplace Safety and Mandatory User Training.** As a user of the Nano3, the Company and Company users are subject to facility regulations as set by UC and the Nano3 advisory committee and agree to comply with standard operating and safety procedures including but not limited to all applicable provisions of UCSD Environmental Health and Safety directives and related instructions and procedures pertaining to workplace safety, security, protection, industrial safety, work authorization, equipment control, emergency plans, and other facility use requirements and departmental administrative controls. Prior to using, accessing, and/or performing work in the facility, any Company user must complete required training in facility safety procedures and be approved by Nano3 staff to proceed. UCSD will schedule the training with the Company and/or Company users upon execution of this Agreement. Although UCSD staff and management of the Nano3 will provide basic training to users, the Company acknowledges that the ultimate responsibility for safe use of the facility rests with the Company. Company assumes all risk and liability associated with use of the facility and equipment/materials/items in the facility by Company or Company users. Company is wholly responsible for any and all damage to facilities and/or equipment occurring during and/or resulting from Company or Company users’ use, and shall promptly pay any and all invoices related to such damages in accordance with the requirements of this Agreement.
	3. **Authorized Location.** The Company users accessing the Nano3 will be limited under this Agreement to use of the UCSD Nano3 facility only. No authorization or permission is granted under this Agreement for the Company or Company users to visit and/or use any non-public areas of the UCSD campus including but not limited to other rooms, labs, or offices in the Nano3 building or other UCSD administrative, faculty, or classroom space.
	4. **Independent Use.**

Once approved under this Agreement, the Company and Company users agree to conduct work at Nano3 independently, and further agree not to collaborate with UCSD faculty, staff, or students or with other users at Nano3 without prior written permission of UCSD. Any such collaboration must be conducted under the terms of a separate agreement to be negotiated between the collaborating parties *prior* to initiation of any such work at Nano3.

**5.5. Materials.** The Company shall provide any specialized materials at its own expense. Basic supplies and materials required for the operation of machines and equipment in the Nano3 will be provided by the facility. The Company and Company users agree not to bring any biohazards into the facility, nor to bring processing chemicals into the facility without obtaining specific written approval from UCSD’s Nano3 Technical Contact.

**5.6. Confidentiality.**All documents, information, materials and data provided by one party to the other and marked as such shall be considered confidential information (“Confidential Information”) except that Confidential Information of a party shall not include information that: i) is already known by or available to the receiving party without a confidentiality obligation; ii) is publicly known or available from other sources who are not under a confidentiality obligation to the source of the information; iii) has been made available by its owners to others without a confidentiality obligation; iv) is independently developed by or on behalf of the other party without reference or access to Confidential Information; or v) relates to potential hazards or cautionary warnings associated with the performance of this project/Statement of Work, or is required to be disclosed under operation of law. Receiving party shall have a duty to protect only Confidential Information disclosed by the disclosing party which is either: (a) in writing and marked as confidential at the time of disclosure, or (b) disclosed orally or visually and summarized and designated as confidential in a written memorandum delivered to the receiving party within thirty (30) days of disclosure (in the instance of Confidential Information provided to UCSD, such memorandum must be marked and must be delivered only to UCSD’s Nano3 Technical Contact). The receiving party agrees that, for a period of three years from the effective date of this agreement, it will take precautions as normally taken with its own confidential and proprietary information to prevent disclosure to third parties of the other’s confidential and proprietary information.

**5.7. Scheduled Use.** Following completion of mandatory training, UCSD and the Company/Company’s users will agree upon a proposed schedule for the Company’s and Company users’ access to and use of the Nano3 facilities. Pursuant to the Non-Exclusivity and Non-Interference provision of this Agreement, UCSD reserves the unilateral right to change the proposed schedule. UCSD does not guarantee the Company and Company users access to facility equipment as scheduled, nor does UCSD guarantee the working condition of facility equipment.

1. **Cost and Payment**. As consideration for UCSD’s performance of the Services and/or for the Company’s and Company users’ access to and use of the Nano3, the Company shall pay UCSD the costs set forth in Exhibit A. For facility use, unused hours remaining after the original end date of the Agreement term are refundable except if less than $250. Payments can be made in advance by check or bank wire, or UCSD will accept a PO at the time of contract signature (minimum amount $1000), to be invoiced monthly upon usage, using rates in effect at the time of usage. To the extent the Company requests UCSD’s assistance in performing the Services under this Agreement, UCSD may provide such assistance/additional Services at its sole discretion and will increase the cost to Company according to UCSD’s customary rates. Company’s and Company users’ existing obligations under this Agreement shall remain in force. The Company shall pay UCSD for any damage to facilities and/or equipment occurring during and/or resulting from Company’s or Company users’ use of the facilities. The Company shall pay UCSD within 30 calendar days of receiving any invoice.
2. **Insurance**. The Company shall, at its sole cost, insure its activities and indemnification obligations in connection with this Agreement from its inception and shall keep in force and maintain insurance or self-insurance as follows: general liability (each occurrence: $500,000; Products/Completed Operations: $1,000,000), business automobile liability (a combined single limit of no less than $500,000 per occurrence), workers’ compensation (as required under California law), and such other insurance as may be necessary to provide coverage for its performance under this Agreement. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. The coverage required herein shall not in any way limit the liability of the Company. Concurrent with the execution of this Agreement, the Company shall furnish Nano3 with Certificates of Insurance evidencing compliance with all requirements. Except for workers’ compensation coverage, the coverage referred to above shall include The Regents of the University of California as an additional insured. Such provision shall apply in proportion to and to the extent of the negligent acts or omissions of the Company or any person or persons under the Company’s direct supervision and control. The Certificates of Insurance shall obligate the Company’s insurers to notify UCSD at least thirty (30) days prior to cancellation of or change in any of said insurance. Certificate Holder should be the Regents of the University of California, 9500 Gilman Drive #0436, La Jolla, CA, 92093-0436.
3. **Indemnification**. Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including attorneys’ fees), and claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney’s fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.
4. **Patent Infringement Indemnification**.Company shall indemnify, defend, and hold harmless UCSD, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Company’s furnishing or supplying UCSD with parts, goods, components, programs, practices, or methods under this Agreement or UCSD’s use of such parts, goods, components, programs, practices, or methods supplied by Company under this Agreement constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party.
5. **Disclaimer of Warranty and Limitation of Liability**. UCSD MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE GOODS, THE FACILITIES, AND/OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY AND COMPANY USER ACKNOWLEDGE THAT THE SERVICES, THE FACILITIES, AND/OR ANY RELATED GOODS OR RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. EACH OF COMPANY AND COMPANY USER FURTHER ACKNOWLEDGE THAT IT USES SUCH SERVICES, GOODS, FACILITIES AND/OR RESULTS AT ITS OWN RISK. UCSD SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES, GOODS, FACILITIES AND/OR RESULTS.

UCSD SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UCSD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. UCSD AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNTS RECEIVED BY UCSD FROM COMPANY PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING COMPANY’S OR COMPANY USER’S CLAIM. COMPANY AND COMPANY USER EXPRESSLY ACKNOWLEDGES THAT UCSD SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT COMPANY OR COMPANY USER PROVIDE TO UCSD UNDER THIS AGREEMENT.

1. **Company’s Ownership of Goods.** Company will own goods created as a result of Services conditioned upon payment in full of the cost of the Services, provided, however, that in the event and to the extent UCSD provides assistance to Company/Company users or performs additional Services for Company in connection with Company’s/Company user’s use of the Nano3 equipment/tools/resources/facilities, UCSD reserves and retains, and Company hereby grants UCSD, an irrevocable, fully-paid worldwide right and/or license to use such goods for educational and/or research purposes. This grant/reservation of rights applies only to the extent that such goods created do not contain Company’s Confidential Information. There shall be no other transfer of intellectual property rights between the parties under this Agreement, including but not limited to such intellectual property disclosed under any separate non-disclosure agreement or confidentiality agreement between the parties whether or not incorporated into this Agreement. Unless otherwise stated in this Agreement, neither party, nor any of its employees or agents, waives, transfers, or assigns any intellectual property rights that exist under the law as a result of the performance of the Services referenced here.
	1. “Background Intellectual Property” shall mean all intellectual property, including, without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings, inventions, and software, that is or was conceived, created or developed prior to, or independent of, the Services. Unless otherwise stated in this Agreement, UCSD shall not incorporate any UCSD Background Intellectual Property into goods created as a result of Services provided. The parties further agree that any and all improvements in UCSD Background Intellectual Property, which may be conceived or reduced to practice by UCSD during the course of the Services, shall remain the sole property of UCSD. For the avoidance of doubt, in the event that any UCSD Background Intellectual Property is incorporated into such goods, Company’s ownership rights are limited to said goods resulting from the Services provided as physical property incorporating embodiments of UCSD Background Intellectual Property; said UCSD Background Intellectual Property remains the sole property of UCSD, and there is no grant of license to Company to said UCSD Background Intellectual Property associated with Company’s taking possession of such goods.
	2. In the event and to the extent UCSD performs additional Services for Company, certain aspects of the goods created may constitute original works of UCSD and are subject to US and international copyright protection. Company is hereby granted a limited license to such copyrights rights, without fee, including the right to make archival copies but specifically excluding the right to distribute such original works to others and specifically excluding a license to any patent rights. No grant of license is provided for reproducing the goods created or granting any sublicense in the copyrights therein for any third party without prior written consent of UCSD.
2. **Use of UCSD Name**. California Education Code Section 92000 prohibits use of the University of California, San Diego’s name to suggest that UCSD endorses a product or service. The Company will not use The University of California’s name, or any acronym thereof, including UCSD, without UCSD’s prior written approval. The Company agrees to make no publicity releases (including news releases and advertising) relating to this Agreement and the Company’s work without the prior written approval of UCSD. The Company is not permitted to make any public statements, whether written or oral, which in any way indicate that UCSD, the University of California, or UCSD faculty in any way endorse, validate, or approve of the Company’s work performed under this Agreement.
3. **Non-Exclusivity and Non-Interference.** The Services are being offered to Company on a non-exclusive basis. Nothing in this Agreement shall be construed as granting Company any exclusive right(s) to the Service(s), and UCSD retains the right to offer and perform similar or identical Services for others. Further, notwithstanding any other provision contained in this Agreement, the use of UCSD facilities and/or UCSD personnel in support of this Agreement can only be authorized to the extent it will not interfere with work related to the prime missions of UCSD (e.g., education, research, outreach, and public service), as determined in UCSD’s sole discretion. Accordingly, UCSD shall not be responsible for any delay caused by UCSD faculty, researchers, and/or students having priority in the use of UCSD facilities and services, and Company’s exclusive remedy for UCSD’s delay or failure to perform any of its obligations under this Agreement because of this shall be limited to a refund of any unallocated/unexpended funds paid by Company to UCSD under this Agreement.
4. **Excusable Delay**. In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, acts of God, acts of Governmental officials or agencies, or any other cause beyond the control of UCSD, UCSD's performance of the Services is excused for the periods of time attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned above. The Company's duty to pay for past or continuing costs is not suspended. Project impact resulting from UCSD’s compliance with health and safety policies or regulations shall be considered an excusable delay.
5. **Early Termination**. Either party may terminate this Agreement early for any or no reason upon ten (10) days’ written notice. If the Company terminates this Agreement, the Company will pay UCSD for all costs and any non-cancelable obligations incurred up to the effective date of termination. In the event of termination by the Company, UCSD will not be responsible for refunding payments already made prior to the effective date of termination. As determined in UCSD’s sole discretion, this Agreement can be terminated immediately if the Company or Company users do not follow proper procedures as outlined in the mandatory user training class and/or fail to comply with the terms and conditions of this Agreement. This Agreement shall automatically terminate in the event of the loss of Company’s professional or business license, the loss of Company’s insurance coverage as described in this Agreement, or the insolvency or bankruptcy of Company.
6. **Export Control and Restricted Activities**. The parties agree to abide by all United States export control regulations. Notwithstanding this, none of the following shall be conducted under this Agreement: the transfer of export restricted equipment, materials, software, or technical information from one party to the other; any activities involving a human or zoonotic pathogen (ECCN 1C351), animal pathogens (ECCN 1C352), genetic elements of a pathogen, toxin or select agent (ECCN 1C353), plant pathogens (ECCN 1C354) and/or select agents (ECCN 1C360); enhancement or modification of non-EAR99 equipment; or activities involving nuclear materials or radionuclides as enumerated under ECCN 1C236. Company attests that no work under this Agreement is funded by the US Departments of Energy or Defense or NASA or will involve the transmission of a defense article or related technical data to UCSD.
7. **Protected Health Information and Personally Identifiable Information**. Company represents that all materials provided to UCSD in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Company and Company user shall not exchange, reveal, transmit to, or otherwise share protected health information or personally identifiable information with UCSD.
8. **Applicable Law and Disputes.**
	1. **Applicable Law, Venue, and Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Company agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of San Diego.
	2. **Disputes.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both. Should a dispute fail to be resolved through discussion between them, it may be finally settled in court in San Diego, California.
9. **Notice**. Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, prepaid registered mail, or confirmed email transmission, addressed to the other party at the address stated in Exhibit A or at such other address as such party may later specify in writing to the other party.
10. **Status of Parties**. This Agreement is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise, or other form of business relationship. Neither party shall have, nor hold itself out as having, any right, power, or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other party, except as expressly provided in this Agreement.
11. **Third-Party Beneficiary**. There are no intended third-party beneficiaries to this Agreement.
12. **Severability**. If any provision of this Agreement is held invalid, illegal, or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that doing so does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants, or conditions.
13. **Non-Waiver**. The failure of either party to require the performance of any of the terms of this Agreement or the waiver by either party of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
14. **Modification of Agreement**. This Agreement shall be changed only by a signed written agreement of authorized representatives of the parties.
15. **Signatures, Counterparts, and Copies.**  This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one contract with the same force and effect as if all signatures had been entered on one document. Signatures may be delivered by electronic means. Electronic copies of this Agreement may be used for any and all purposes for which the original may have been used.
16. **Headings and Captions**. Headings and captions in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation of the Agreement.
17. **Authority**. Company and Company users represent that they each have the full authority to perform their obligations under this Agreement and that the persons executing this Agreement have the authority to do so.
18. **Survival**. Provisions of this Agreement which by their express terms, or by necessary implication, apply for a period of time other than that specified shall be given effect for that period of time, notwithstanding termination or expiration.
19. **Company’s Representations and Warranties**. Company represents and warrants that, except as expressly provided for in this Agreement, no obligations are imposed upon UCSD as a result of any other agreement(s) involving Company to which UCSD is not a party.
20. **Contractor Determination (Uniform Guidance - 2 CFR 200.330).** Company represents that, if it has received federal funds to support this agreement, then, pursuant to the Uniform Guidance, it has reviewed the Services to be performed by UCSD and has determined UCSD to be a "Contractor". Company therefore represents that it is not providing a "Subaward" to UCSD but rather is engaging UCSD to provide “goods and services for [Company’s] own use” and creating a “procurement relationship” with UCSD. Accordingly, Company is not providing federal award information or terms to UCSD or otherwise complying with 2 CFR 200.331, and will not report to its sponsor or the federal government that UCSD is a "Subrecipient" in FFATA or other reporting, nor will it treat UCSD as a “Subrecipient” in overhead calculations or in any other way.
21. **Entire Agreement**. This Agreement, including the terms and conditions of its Exhibit A, sets forth the entire agreement of the parties with respect to its subject matter and supersedes any prior agreements, oral and written, and all other communications between the parties with respect to such subject matter. In the event of conflict between this Agreement and this Agreement’s Exhibit A, Exhibit A shall prevail. Any terms and conditions contained in a Company purchase order or similar document shall have no force and effect. Notwithstanding the foregoing, if any portion of the Services support, are incorporated in, or are provided by the University in connection with a separate research agreement executed between the Parties, the terms of such separate research agreement shall take precedence for all purposes.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates set forth below.

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| --- | --- |
| **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, UC SAN DIEGO** | **COMPANY** |
| By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| By signing here, I affirm that I understand and agree to the obligations of this Agreement: |
|  |  |
| **COMPANY USER** | **COMPANY USER** | **COMPANY USER** |
| **Signature**  | **Signature**  | **Signature**  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Printed Name**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Printed Name**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Printed Name**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Title**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Title**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Title**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**EXHIBIT A**

**COMPANY**:

Enter full legal name of the Company

Enter the state in which the Company is incorporated corporation

Principal place of business located at enter the headquarters address

Attention: Name of responsible person at the Company

Telephone:        Email:

**COMPANY FISCAL CONTACT FOR INVOICES**:

Mailing Address: enter the address, city, state ZIP

Attention: Name or Department to send invoices

Telephone:        Email:

**1. SCOPE OF WORK**:

*The Services will consist of the facility access or the activities/work described below, or in accordance with the attachment(s) listed here and incorporated by reference. Any terms and conditions set forth on a Company purchase order or in a Company communication to UCSD are of no force and effect: only the terms and conditions of this Agreement, which may only be revised in writing by an authorized representative of UCSD, shall apply to these Services.*

Enter description of facility access or additional services here

**2. ESTIMATED COST**:

*This is only an estimate, and total costs may exceed this amount. For current facility rates and a list of services we offer, please refer to the Nano3 website at http://nano3.calit2.net/rates/. Facility rates are subject to change. Miscellaneous expenses not included in the rates will be charged at cost PLUS 45%.*

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**3. PAYMENT**

**3.1 Payment: Payments are due within 30 calendar days of receiving an invoice**.

**3.2 Remittance**: Please reference invoice number on all payments. Checks are to be made payable to **The Regents of the University of California** and sent to:

University of California, San Diego

Business Office, Calit2

9500 Gilman Drive, #0436

La Jolla, CA 92093-0436

Electronic Payment Information:

Bank of America, NA

Name of Account: Regents of the University of California, San Diego

Account #: 1233-0-18188

ACH Routing #: 121000358

Wire Routing #: 0260-0959-3

ACH Preferred format: CTX

Type of Account: Checking

Bank Address: PO Box 37025, San Francisco, CA 94137

**4. AGREEMENT TERM**: This Agreement will begin on the date of its full execution, and end two years later.

**5. UCSD CONTACT**:

James Koga

The University of California, San Diego

9500 Gilman Drive Mail Stop 0436

La Jolla, California 92093-0436

Telephone: 858-534-1749 Email: JKOGA@UCSD.EDU

Legal notice cc: researchadmin@ucsd.edu

END OF EXHIBIT A