

**STANFORD NANOFABRICATION FACILITY (SNF)
SERVICE CENTER AGREEMENT:
ACADEMIC AND OTHER NON-PROFIT INSTITUTION USERS**

[This agreement is used when employees/students of non-profits want to use center equipment.]

This Service Center Agreement (this “Agreement”) is effective as of _____ (“Effective Date”) between The Board of Trustees of the Leland Stanford Junior University on behalf of Stanford University (“Stanford”) and the Stanford Nanofabrication Facility (SNF) (“Center”), and _____ (“Institution”) per its faculty member _____.

Center provides instrumentation, facilities, and technical assistance to support research and educational activities within Stanford and to outside entities. Institution’s faculty/employees/students need access to certain equipment and facilities in the Center to support their research.

In consideration for access to Center, Institution agrees as follows:

1. Use of Center. Institution’s student/s or employee/s (“Users”) will use Center facilities as described under this Agreement. Users will show current identification from their Institution.
2. Description of Use. Users will give Center personnel a written description of the planned Institution project and any subsequent significant changes.
3. Use of Center Facilities.
 - 3.1. Each User must be authorized by Center personnel to access Center’s facility.
 - 3.2. Each User must be trained in, and comply with, all Center practices, policies and applicable safety procedures.
 - 3.3 Each User must sign attached Exhibit A: User Release and Waiver.
4. Compensation. User shall compensate Center for all purchases, materials, training, costs and lab fees incurred by User Personnel in their use of Center. Center shall invoice User and User shall pay invoices within thirty (30) days of the last day of the month in which expenses are incurred. Center may require User to establish a line of credit secured by a credit card or require prepayment of reasonably anticipated expenses. This Agreement is the entire agreement between the parties relating to the Services. Printed terms from any Company purchase order, invoice, or other documentation provided by Company will neither supplement nor supersede the terms and conditions of this Agreement.
5. Conditions of Use
 - 5.1 Stanford will have no liability for Institution’s or Users’ property at Center under this Agreement. Center and Center personnel have no duty to keep information supplied by Users confidential.

- 5.2 Users will comply with Center requirements from its funders, when applicable. Center will notify Users of such requirements, which may include providing reports and summaries of Users' work at Center.
- 5.3 User shall notify Center and obtain Center's approval before bringing any outside materials or chemicals into Center.
- 5.4 Users will use Center facilities or equipment in ways that do not interfere with other Center users or the operation of Center.
- 5.5 Users may not use Center facilities to develop materials for military systems or missile applications.

5.6 Check applicable boxes:

- User will not perform human or animal subject research under this Agreement.
- Human or animal subject research will be performed under this Agreement and User agrees to provide Center with copies of the following, as applicable:
- User's Institutional Review Board (IRB) panel approval letter, protocol and consent forms
 - User's Institutional Animal Care and Use Committee (IACUC) approval letter and protocol.
- User will not perform research with biohazardous material under this Agreement.
- Biohazardous research material will be used under this Agreement and User shall provide Center with biosafety information, which will be submitted to Stanford's Environmental Health and Safety office for review.

Research may NOT proceed until Center receives documentation from Stanford's IRB or IACUC or Environmental Health and Safety office. Center is not responsible for obtaining such approval or retaining records.

- 5.7 INSTITUTION AND USERS AGREE THEY WILL NOT USE MATERIALS PROVIDED BY CENTER, OR CREATED AT CENTER, IN HUMAN SUBJECTS OR FOR DIAGNOSTIC PURPOSES INVOLVING HUMAN OR ANIMAL SUBJECTS.
- 5.8 Center does not conduct studies intended to support applications for research or marketing permits for FDA-regulated products (as described in Title 21, Code of Federal Regulations (CFR) Part 58-Good Laboratory Practice (GLP) or 21 CFR Part 210-Current Good Manufacturing Practice (GMP)).

6. Term and Termination.

- 6.1 Term. This Agreement takes effect on the Effective Date above and will continue for 3 years or until User has completed Center use, whichever is first.

6.2 Termination. Either Institution or Stanford may terminate this Agreement at any time.

7. Liability. Except to the extent prohibited by law, Institution and Users assume all liability for damages arising from their use of Center facilities or materials created or modified at Center facilities. Stanford will have no liability for any loss, claim or demand made by, or made against, Institution and Users related to use of Center facilities, except to the extent caused by Stanford or Center's gross negligence or willful misconduct.
8. No Warranties or Guarantees. Center and Stanford do not guarantee any particular research results, outcome, or yield. Institution and Users acknowledge that services provided by Center are experimental and exploratory and that no particular results or outcome can be guaranteed.
9. Insurance. User is employed by, or enrolled at, Institution, which maintains insurance or self-insurance sufficient to cover its Users' activities, and any related claims or liabilities under this Agreement.
10. Intellectual Property. Stanford makes no claims to inventions developed in the Center solely by Users. In the case of inventions where both Stanford and Users are co-inventors, the invention will be jointly owned.
11. Export Control Compliance. User acknowledges that Center is an open laboratory for fundamental research that has many foreign persons as its employees and students. User understands and agrees that under no circumstances will User bring export control-listed items, or unpublished software source code or technical information in the form of defense articles or technical data regulated by the International Traffic in Arms Regulations (ITAR), to Center. Use of Center or facilities for activity subject to the ITAR, including the development, assembly or fabrication of defense articles identified on the US Munitions List, is prohibited.
12. Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of California, without regard to conflict of law rules.
13. Electronic Signatures. The parties to this Agreement agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used.
14. If work done at Center provides data used in a publication, Center should be acknowledged as "Stanford Nanofabrication Facility (SNF)" in the publication. Further, if Center staff provide significant experimental design, data interpretation, or other intellectual contribution, it is expected that these individuals will be coauthors on the publication. Acknowledgement of Center efforts is crucial to support grant proposals and enable compliance with reporting requirements.
15. Center Specific Provisions. User and User Personnel shall comply with Center Specific Provisions in Exhibit B.

[SIGNATURES ON FOLLOWING PAGE]

Read and agreed:

INSTITUTION

Institution: _____

Signature: _____

Print Name: _____

Title: _____

CENTER Acknowledgment:

Center: Stanford Nanofabrication Facility

Signature: _____

Print Name: Mary Tang, Ph. D.

Title: Managing Director, SNF

EXHIBIT A

USER RELEASE AND WAIVER OF LIABILITY FOR WORK PERFORMED AT CENTER

[This form is used for each employee/agent using center equipment.]

I am fully aware of the risks and hazards connected with my activities at the Center, and I agree to undertake all related training that is recommended or required by Center personnel. I am aware that such activities may present significant risk, and I am voluntarily choosing to participate in these activities, knowing that the activities may be hazardous. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including my death, and for any loss or damage to my property or my employer's property, that could result from my engaging in activities at Center. I release the Center and Stanford University to the fullest extent possible in return for permission to use Center facilities and equipment. I understand and agree that I am assuming full responsibility both for using Center equipment and all other activities I perform at Center. I agree that Stanford and others at the Center are not responsible for any loss, property damage or personal injury to

me.

It is my intent that this User Release and Waiver Agreement also binds the members of my family and my spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased.

I HAVE READ THIS "USER RELEASE AND WAIVER OF LIABILITY FOR WORK PERFORMED AT CENTER" AND I FULLY UNDERSTAND ITS TERMS AND THAT I AM GIVING UP CERTAIN RIGHTS BY SIGNING IT.

USER SIGNATURE:

PRINT NAME:

FACULTY/SUPERVISOR SIGNATURE: PRINT NAME:
(IF STUDENT IS USER)

INSTITUTION NAME: _____

DATE: _____

Exhibit B

Service Center Specific Provisions Stanford Nanofabrication Facility

Laboratory Policy: The USER and USER PERSONNEL agree to abide by all laboratory policies as stated in the SNF User Personnel Orientation and Safety Manuals, in particular: Safety Responsibility, Respectful Workplace, and Stanford Computer Use and Network Policy. Access to SNF is a privilege and may be revoked, restricted or have conditions placed upon it by Stanford at any time and for any reason.

Fees: The USER acknowledges responsibility for costs incurred by USER PERSONNEL for all University services that may be accessed through the USER's account. Stanford will bill USER for fees incurred by USER PERSONNEL, regardless of purchase order stipulations (such as "not to exceed.") The USER must notify SNF in writing when use of SNF ends or when USER PERSONNEL is no longer authorized to use SNF; the USER is responsible for liability and any fees incurred by USER PERSONNEL until notification is received and acknowledged. USER will pay invoices within 30 days of the last day of the month in which expenses are incurred. USER can directly access the account balance in Badger, or request an account balance summary from SNF prior to invoicing. SNF may terminate lab access for USER non-payment. SNF reserves the right to require prepayment on an ongoing basis. Current and past fee schedules are posted on the SNF website.

Research, Intellectual, and Personal Property Rights: All materials and chemicals brought into the lab and any new protocols used must be disclosed in order to identify and minimize potential risk to operational safety or adverse effect on the research of others. The USER PERSONNEL and USER are solely responsible for their personal and intellectual property, which may include devices, masks, wafers, notebooks, data storage media, and other supplies. SNF may make available unsecured storage, but makes no guarantees against unauthorized access by others. If USER PERSONNEL ceases to be affiliated with the USER, or if the relationship between the USER and SNF is terminated, the USER is then responsible for removing any personal property or it may be dispositioned at the discretion of SNF.

Best Effort: As an educational and research enterprise, SNF can only provide best effort support for our researchers; we cannot warrant project success nor can we guarantee performance of equipment or protocols. Understanding that equipment and lab resources are shared by novices as well as experts alike, we recommend a defensive approach to processing; SNF staff are available to help USER identify and monitor key process steps which may be susceptible.