

Non -UofL STUDENT

Agreement for Use of Laboratory Facilities and Equipment

This document will serve as the agreement between the University of Louisville and its affiliates (“UNIVERSITY”) and _____ (“STUDENT”), who is a student enrolled in a course of studies at an educational institution other than UNIVERSITY regarding the STUDENT’s use of laboratory facilities and equipment including certain process and characterization equipment and related facilities (“EQUIPMENT AND FACILITIES” or “LAB”) at the UNIVERSITY. Such use of EQUIPMENT AND FACILITIES or LAB is associated with and is intended to benefit the STUDENT in his/her course of studies.

1. Laboratory Policy: The STUDENT agrees to abide by all laboratory policies, as stated in the safety and training documents available from the UNIVERSITY and coordinate use of the EQUIPMENT AND FACILITIES with an authorized UNIVERSITY employee after having completed any applicable training. Although UNIVERSITY provides general safety and operation training on the safe use of the EQUIPMENT AND FACILITIES, the STUDENT 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 FACILITIES and shall release and hold UNIVERSITY harmless from any and all injury to person or damage to property that may result from STUDENT’S use of the EQUIPMENT AND FACILITIES.

2. Fees, Property Damage, and Security: When applicable, a proposed project/work plan for use of the EQUIPMENT and FACILITIES will be developed by STUDENT, or STUDENT in conjunction with UNIVERSITY employees assigned to the LAB, and submitted to an authorized UNIVERSITY employee for review and cost estimation. STUDENT will be provided an approved project/work plan for review and acceptance. Upon acceptance, the STUDENT acknowledges responsibility for purchases, materials costs and lab fees incurred by the STUDENT in his/her use of the EQUIPMENT AND FACILITIES in accordance with the approved project/work plan. Fees shall be paid to UNIVERSITY within 30 days of invoice date. A fee schedule is available upon request and all fees are subject to change by the UNIVERSITY. STUDENT acknowledges that UNIVERSITY may suspend or terminate access to the EQUIPMENT AND FACILITIES in the event payment of fees is not made when due. STUDENT acknowledges and agrees he/she shall be financially liable for any and all property damage or destruction arising out of STUDENT’S use of the EQUIPMENT AND FACILITIES. STUDENT understands and agrees that UNIVERSITY cannot guarantee in any way the security of materials or other property, tangible or intangible (e.g., electronic data), brought into the FACILITIES or introduced into the EQUIPMENT by STUDENT, and STUDENT acknowledges and agree that UNIVERSITY shall not be responsible for the damage, destruction, theft, or loss of such materials or property.

3. Compliance with Laws, Rules, and Regulations: The STUDENT acknowledges that UNIVERSITY is a community of professional and student researchers. As such, courteous, professional, responsible behavior is expected at all times. Access to the EQUIPMENT AND FACILITIES is a privilege and may be revoked by UNIVERSITY at any time and for any reason in UNIVERSITY’S sole discretion. STUDENT agrees to comply with all federal and state laws, rules, and regulations in its use of the equipment as well as with all UNIVERSITY policies, rules, and procedures.

4. Disclaimer of Warranty and Limitation of Damages. The STUDENT acknowledges that he/she is ultimately responsible for his/her own research and that University does not in any way warrant or assure project success. STUDENT further acknowledges and agrees that UNIVERSITY makes no warranty whatsoever regarding the EQUIPMENT AND FACILITIES.

5. Research, Intellectual Property Rights, and Liability. UNIVERSITY makes no a priori claims to inventions developed in the lab by STUDENT, but also makes no additional provisions to protect STUDENT’S intellectual property. UNIVERSITY’S Intellectual Property policy would apply to any work utilizing UNIVERSITY employees. UNIVERSITY shall not be required to maintain secrecy or confidentiality having to do with work being performed in the LAB unless a separate confidentiality/nondisclosure agreement has been executed by an authorized signatory of the UNIVERSITY.

6. INDEMNIFICATION, RELEASE and INSURANCE: The STUDENT acknowledges responsibility for the actions of STUDENT and for any damage or injury, whatsoever, caused by STUDENT in its use of the EQUIPMENT AND FACILITIES. STUDENT understands that use of the EQUIPMENT AND FACILITIES may involve exposure to potentially hazardous conditions including, but not limited to, chemical, mechanical, electrical, thermal, and radiation hazards. Except to the extent of the University’s gross negligence, the STUDENT shall release, hold harmless and indemnify UNIVERSITY, its officers, agents and employees from any and all claims, damages, costs (including reasonable attorney fees) and liabilities arising out of the STUDENT’S use of the EQUIPMENT AND FACILITIES or that may result from products or materials developed by STUDENT in such facilities (including, but not limited to, product liability claims and claims of intellectual property right infringement).

STUDENT acknowledges that the UNIVERSITY does not provide insurance for STUDENT liability and that STUDENT is hereby advised to obtain any appropriate insurance coverage.

7. The, STUDENT authorizes the UNIVERSITY and its agents to obtain medical care for the STUDENT in the event that it is determined that in their opinion the STUDENT is in need of immediate emergency medical attention while the STUDENT is participating in the program. If such medical care is sought, the STUDENT authorizes any medical care facility or physician selected by the UNIVERSITY to perform whatever medical services are deemed necessary to preserve the STUDENT's life, health, and well-being. The STUDENT agrees to be responsible for and to indemnify and hold harmless the UNIVERSITY and any of its agents and employees for the payment of all costs and expenses resulting from any such medical care, hospitalization, and medical services for the STUDENT.

The STUDENT warrants that he/she has fully read and agree to the terms of this Agreement.

STUDENT NAME

Signature of STUDENT **Date:** _____

IF STUDENT IS UNDER 18 YEARS OF AGE, THE FOLLOWING PARENTAL RELEASE MUST BE SIGNED BY THE STUDENT'S PARENT OR LEGAL GUARDIAN.

PARENTAL RELEASE

As parent and/or guardian of _____ (hereafter "STUDENT"), I hereby release and discharge the UNIVERSITY, and its agents and employees, under the terms of the above Agreement from any claim which I might have against the UNIVERSITY, and its agents and employees, both in my own behalf and as legal representative of the STUDENT. I further agree to indemnify and hold the UNIVERSITY, and its agents and employees, harmless from any liability, claim or action, including attorneys fees, in connection with the STUDENT'S participation in the program described in this Agreement for Use of Laboratory Facilities and Equipment.

Witness

Signature of Parent or Guardian of
STUDENT Under 18 Years of Age

Date

Date

UNIVERSITY OF LOUISVILLE

By: _____

Its: _____

Date: _____

Please mail or FAX this form to:

University of Louisville

Fax: _____