

NON-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 _____ ("LABMEMBER"), whose use is not as a student or whose use is as an employee of a non-UNIVERSITY institution or company ("EMPLOYER") regarding the LABMEMBER's use of laboratory facilities and equipment including certain process and characterization equipment and related facilities ("EQUIPMENT AND FACILITIES" or "LAB") at the UNIVERSITY.

1. Laboratory Policy: The LABMEMBER 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 LABMEMBER and EMPLOYER assume 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 LABMEMBER's use of the EQUIPMENT AND FACILITIES. Should EMPLOYER be a public/governmental entity which is prohibited or restricted by law in its ability to provide indemnification, EMPLOYER shall release and hold UNIVERSITY harmless, to the extent permitted by law, from any and all injury to person or damage to property that may result from LABMEMBER's use of the EQUIPMENT AND FACILITIES.

2. Fees, Property Damage, and Security: A proposed project/work plan for use of the EQUIPMENT and FACILITIES will be developed by LABMEMBER, or LABMEMBER in conjunction with UNIVERSITY employees assigned to the LAB, and submitted to an authorized UNIVERSITY employee for review and cost estimation. LABMEMBER will be provided an approved project/work plan for review and acceptance. Upon acceptance, the EMPLOYER (or LABMEMBER if the LABMEMBER is acting as an independent individual) acknowledges responsibility for purchases, materials costs and lab fees incurred by the LABMEMBER 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. LABMEMBER and EMPLOYER acknowledge that UNIVERSITY may suspend or terminate access to the EQUIPMENT AND FACILITIES in the event payment of fees is not made when due. EMPLOYER acknowledges and agrees it shall be financially liable for any and all property damage or destruction arising out of LABMEMBER'S use of the EQUIPMENT AND FACILITIES. LABMEMBER 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 LABMEMBER, and LABMEMBER and EMPLOYER acknowledge 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 LABMEMBER 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. LABMEMBER and EMPLOYER agree 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 LABMEMBER 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. LABMEMBER further acknowledges and agrees that UNIVERSITY makes no warranty whatsoever regarding the EQUIPMENT AND FACILITIES. EMPLOYER and LABMEMBER acknowledge and agree that UNIVERSITY'S maximum liability under this Agreement for any claim or suit, of whatever type and for whatever cause, and under whatever theory, arising out of this Agreement shall in no event exceed the fees received by University from LABMEMBER or EMPLOYER during the three-month period of time immediately preceding the date of such claim.

5. Research, Intellectual Property Rights, and Liability. UNIVERSITY makes no a priori claims to inventions developed in the lab by LABMEMBER OR EMPLOYER, but also makes no additional provisions to protect LABMEMBER or EMPLOYER'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 EMPLOYER acknowledges responsibility for the actions of LABMEMBER and for any damage or injury, whatsoever, caused by LABMEMBER in its use of the EQUIPMENT AND FACILITIES. LABMEMBER and the EMPLOYER understand 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 LABMEMBER and the EMPLOYER 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 LABMEMBER'S use of the EQUIPMENT AND FACILITIES or that may result from products or materials developed by LABMEMBER or EMPLOYER in such facilities (including, but not limited to, product liability claims and claims of intellectual property right infringement).

EMPLOYER shall maintain general liability insurance from an insurer acceptable to the University in an amount of coverage not less than \$1,000,000 per occurrence and \$2,000,000 per claim, naming UNIVERSITY as an additional insured as well as workers compensation coverage as required by laws. EMPLOYER shall provide certificates of insurance evidencing such coverage prior to its use of the equipment and will include UNIVERSITY as an additional insured on said certificates. All certificates of insurance must clearly state that EMPLOYER'S insurance is primary. If EMPLOYER'S insurance has a deductible, self-insurance retention or co-insurance penalties, then all such costs shall be the sole responsibility of the EMPLOYER. UNIVERSITY will not share in any policy deductibles.

7. The LABMEMBER authorizes the UNIVERSITY and its agents to obtain medical care for the LABMEMBER in the event that it is determined that in their opinion the LABMEMBER is in need of immediate emergency medical attention while the LABMEMBER is participating in the program. If such medical care is sought, the LABMEMBER authorizes any medical care facility or physician selected by the UNIVERSITY to perform whatever medical services are deemed necessary to preserve the LABMEMBER's life, health, and well-being. The LABMEMBER 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 LABMEMBER.

The LABMEMBER and the EMPLOYER warrant that they have fully read and agree to the terms of this Agreement. The individual signing below on behalf of EMPLOYER warrants that he/she has the authority to bind EMPLOYER to the terms of this Agreement.

LABMEMBER NAME

Signature of LABMEMBER **Date:** _____

Check if LABMEMBER is using the EQUIPMENT AND FACILITIES as an individual (i.e. not as an employee)

EMPLOYER NAME _____

By: _____

Its: _____ **Date:** _____

UNIVERSITY OF LOUISVILLE

By: _____

Its: _____ **Date:** _____

The following additional Employees/Agents of EMPLOYER acknowledge they have read the foregoing and understand their obligation hereunder

Additional Individual Labmember

Name:	Signature:	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:

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

PARENTAL RELEASE

As parent and/or guardian of _____(hereafter "LABMEMBER"), 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 LABMEMBER. 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 LABMEMBER'S participation in the program described in this Agreement for Use of Laboratory Facilities and Equipment.

_____	_____
Witness	Signature of Parent or Guardian of LABMEMBER Under 18 Years of Age

_____	_____
Date	Date

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