

UC Santa Barbara FACILITIES USE AGREEMENT

between INSTITUTION and UNIVERSITY of CALIFORNIA (rev 8.2022)

This Agreement is entered into on this day of _____, by and between **The Regents of the University of California**, a California public corporation ("UNIVERSITY"), on behalf of the various lab facilities on campus, listed in Attachment A ("FACILITIES") at the Santa Barbara campus, and _____, an institution, individual, or company ("INSTITUTION") and its employee(s) ("User(s)"), for the use of the UNIVERSITY FACILITIES listed in Attachment A. In consideration of being permitted to use UNIVERSITY facilities, INSTITUTION and User(s) do hereby affirm and agree to abide by the following Terms and Conditions:

- 1) Use of UNIVERSITY facilities shall be for the period of one (1) year following execution, and shall extend automatically for successive 12 month terms unless either party terminates with written notice at least 30 days before the Renewal Date of any term. Use of UNIVERSITY facilities are subject to the approval of UNIVERSITY on an individual basis; each Activity must be pre-arranged with the individual Lab. UNIVERSITY shall have the right to terminate INSTITUTION'S use of facilities with 30 days notice without cause and immediately for cause, including, but not limited to, criminal activities, a breach of the Agreement, any conduct that puts people or property at risk, etc. UNIVERSITY shall have no liability for loss, damages, or claims incurred by INSTITUTION in connection with its use of facilities or UNIVERSITY'S revocation of permission to use facilities.
- 2) INSTITUTION is responsible for payment of facility fees in accordance with the FACILITIES fee structure, which is unique for each lab listed in Attachment A. The INSTITUTION shall pay the UNIVERSITY for INSTITUTION's use of the FACILITY at the hourly rates set forth on the following webpage: <http://www.bfs.ucsb.edu/procurement/revenue-contracts/multi-user-lab-access>, or such other webpage as the FACILITY might designate. The UNIVERSITY shall periodically invoice the INSTITUTION for these costs. The INSTITUTION shall remit payment in full within thirty (30) days of its receipt of each such invoice. The INSTITUTION is responsible for payment regardless of the outcome of INSTITUTION'S use of FACILITY. The INSTITUTION acknowledges that the FACILITY may change the information on the referenced webpage, including the hourly rates, at any time without notice to the INSTITUTION. The INSTITUTION assumes sole responsibility for reviewing the current information at the reference webpage before using FACILITIES.
- 3) Users are not employees, agents or representatives of UNIVERSITY. Users are acting solely as representatives and/or employees of their INSTITUTION while working in UNIVERSITY facilities. UNIVERSITY shall not provide Worker's Compensation or Liability Insurance for any User's benefit. UNIVERSITY shall not be responsible for any medical expenses or liabilities that INSTITUTION or Users may incur. INSTITUTION shall carry **Commercial General Liability Insurance, or maintain a program of General Liability Self-Insurance**, with minimum limits of \$1 million per occurrence and \$2 million general aggregate. **INSTITUTION shall name The Regents of the University of California as an additional insured on INSTITUTION'S general liability policy. INSTITUTION shall also carry Workers Compensation insurance, or maintain a program of Workers' Compensation Self-Insurance**, that covers Users. Prior to and as a condition of the use of the facilities, INSTITUTION shall provide a certificate of insurance demonstrating that INSTITUTION maintains the required insurance and a copy of the additional insured endorsement naming The Regents of the University of California as an additional insured. The name of the Certificate Holder shall be The Regents of the University of California, Procurement Services, SAASB Bldg., Rm. 3203, Santa Barbara, CA 93106-1150.
- 4) UCSB agrees that the results generated by INSTITUTION through the use of the FACILITIES under this agreement including, but not limited to, any intellectual property, shall be owned by INSTITUTION. UCSB shall not assert ownership to any intellectual property developed by INSTITUTION as an external user of the FACILITIES under this Agreement based solely on equipment use. UCSB and INSTITUTION agree to follow all applicable federal laws relating to any results or intellectual property developed under this Agreement. UCSB will not sign or negotiate non-disclosure agreements.
- 5) UCSB employees will be available to provide generic equipment instruction, safety instructions, materials compatibility information and equipment maintenance. It is not necessary for UCSB employees to receive any of INSTITUTION's confidential or proprietary information and INSTITUTION agrees not to provide any confidential or proprietary information to any UCSB employee or student during INSTITUTION's use of the FACILITIES under this Agreement. General process information, without reference to the institution, will be considered information that can be openly shared.
- 6) The FACILITIES are used by multiple internal and external users. INSTITUTION shall be solely responsible for protecting any information, data or results brought into the facility by INSTITUTION or developed by INSTITUTION through the use of the FACILITIES under this Agreement. The FACILITIES benefit greatly from the open exchange of ideas. When appropriate, all users are encouraged, but not required, to share information and data, particularly when such information or data relates to any new or improved uses of the equipment and technology housed in the FACILITIES. If INSTITUTION chooses to share information generated regarding new processes or new or improved uses of the equipment and technology housed in the FACILITIES, all future users may use the information in future projects. UCSB will not share specific device or program details.
- 7) INSTITUTION acknowledges that UCSB does not have any liability with respect to INSTITUTION's access, participation or use of the FACILITIES or any loss of information resulting from such participation or use. INSTITUTION assumes all responsibility for any property (including, but not limited to, any equipment, data, or assets) brought by INSTITUTION into FACILITIES. UCSB will not be liable for damages, lost or stolen property brought by INSTITUTION into the FACILITIES.
- 8) INSTITUTION warrants that Users shall bear complete responsibility for their own personal safety, that they shall operate all equipment in a safe and professional manner, in accordance with the operating instructions and UNIVERSITY & FACILITIES rules, and that their knowledge of their area of study is adequate to permit the safe pursuit of research work in conjunction with their specific project. All Users and INSTITUTIONS will follow all lab safety and process/tool compatibility policies and procedures for any FACILITY used by them.
- 9) UNIVERSITY shall bear no responsibility for project development or success. INSTITUTION shall bear complete responsibility for success or failure of project.
- 10) INSTITUTION covenants and warrants that it will not disclose to the UNIVERSITY, any information, technology or data identified on any U.S. export control list, including the Commerce Control List at 15 CFR 774 and the U.S. Munitions List at 22 CFR 121, unless and until the INSTITUTION obtains the written consent of the UNIVERSITY. INSTITUTION further covenants and warrants that it will not bring any U.S. Munitions List at 22 CFR 121 controlled goods, software or technology to FACILITIES without UNIVERSITY prior written consent. If consent has been provided by UNIVERSITY, INSTITUTION is responsible for maintaining the security of such export-controlled goods, software or technology as there will be other users of the FACILITIES and INSTITUTION is responsible for avoiding any disclosure of such export-controlled goods, software or technology to such users. Furthermore, UNIVERSITY has employees who are foreign nationals and UNIVERSITY shall not be responsible for any transfer of export-controlled goods, software or technology by INSTITUTION to such individuals.
- 11) INSTITUTION shall immediately defend, protect, indemnify and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or in any way connected with this Agreement, including, without limitation, claims for loss or damage to any property, or for death or injury to any person or persons **but only in proportion to and to the extent such liabilities, losses, expenses, attorney's fees or claims for injury and damages, are caused by or result from the intentional or negligent acts or omissions of Institution**, its officers, agents, or employees.

- 12) INSTITUTION warrants that Users have been provided with, and have read and agree to comply with all training requirements, rules and safety provisions and that Users have asked any questions that they may have about facility procedures, policies, rules and/or guidelines and received and understood the answers to their questions.
- 13) INSTITUTION shall have its User(s) complete and sign the UC Waiver of Liability, as shown on Attachment B, (prior to the use of UNIVERSITY facilities, and INSTITUTION shall submit the signed Waiver(s) to UCSB Procurement Services prior to use. INSTITUTION shall have its User(s) complete a laboratory safety training course online, unless such safety training has already been taken, and INSTITUTION shall submit evidence of the completed laboratory safety training to UCSB Procurement Services prior to use.

INSTITUTION represents that it has read and agrees to the terms and conditions of this Agreement, and that INSTITUTION has asked any questions that it may have about this Agreement or any other information it has been provided before signing this Agreement. An INSTITUTION officer with signature authority must sign this Agreement. This Agreement, including the Incorporated Documents, contains the entire agreement between the parties regarding the subject matter hereof and supersedes all prior written or oral agreements, including INSTITUTION's subsequent purchase order.

INSTITUTION: _____ Address: _____

Contact Name: _____ Email: _____ Phone: _____

Officer's Name: _____ Officer's Signature: _____ Date: _____

Optional:
Institution PI's Signature & Date: _____ Additional Institution PI's _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA: _____
UCSB Business & Financial Services Date

Attachment A

University Facilities covered under this Agreement:

Chemistry and Biochemistry:

[Chemistry X-ray Facility](#)
[Nuclear Magnetic Resonance Facility \(NMR\)](#);
[Mass Spectrometry Facility](#)
[Optical Characterization](#)

Bren School of Environmental Science & Management:

[Micro-Environmental Imaging & Analysis Facility \(MEIAF\)](#)

Neuroscience:

[Neuroscience Research Institute](#)
[Microscopy Facility](#)
[Stem Cell Facility](#)

Earth Science:

[Electron Microscopy and Microanalysis Facility](#)
[Mass Spectroscopy Facility LA-ICP-MS](#)

Electrical and Computer Engineering:

[UCSB Nanofabrication Facility](#)
[High-Frequency Measurement Lab \(HFM\)](#)

Marine Science:

[MSI Analytical Lab](#)

Materials Research Lab:

[X Ray](#);
[MRL Spectroscopy Facility](#)
[Polymer Characterization Facility](#)
[Thermal, Electronic, Elemental, Magnetic, Porosity, and Optical Facility \(TEMPO\)](#)

Materials (ENMT):

[Microscopy & Microanalysis Facility](#)
[Molecular Beam Epitaxy \(MBE lab\)](#)
[Materials Processing Lab](#)

Physics:

[Machine Shop Instrumentation](#)
[Terahertz Facility](#)

Psychological & Brain Sciences:

[Brain Imaging Center \(fMRI\)](#)

California NanoSystems Institute:

[Nanostructures Cleanroom](#)
[Biological Nanostructures Lab \(BNL\)](#)
[Microfluidics Lab](#)
[Innovation Workshop \(makerspace\)](#)
[BioPACIFC MIP Platform/Labs](#) – only UCSB