

MEMORANDUM OF UNDERSTANDING

Between: _____ ("LAB-USER"), who is a non-UT student and employee of _____ ("INSTITUTION"),

and

The University of Texas at Austin ("UT"), Texas Nanotechnology Facilities ("TNF"), together "TNF-UT", comprising three centers:

Microelectronics Research Center (TNF), & Nanomanufacturing Systems for Mobile Computing and Mobile Energy Technologies (NASCENT) J. J. Pickle Research Campus, 10100 Burnet Road, Bldg. 160, Austin, Texas, 78758 and Texas Material Institute (TMI)

funded by the National Science Foundation ("NSF") through the National Nanotechnology Coordinated Infrastructure ("NNCI").

This document will serve as a legally binding agreement between UT and INSTITUTION for LAB-USERS at the TNF- UT facility.

- 1 Laboratory safety:** Each LAB-USER warrants that LAB-USER received the Safety and Cleanroom Procedure Manual. The LAB-USER verifies that LAB-USER has read the manual and understands and agrees to abide by the usage rules and safety provisions. The LABUSER warrants that LAB-USER has had the opportunity to ask any of the questions LAB-USER might have regarding procedures, policies, and rules of the "-UT facility.
- 2 TNF-UT laboratory facilities access:** The equipment at the TNF-UT facilities is dedicated to promote research & development in the area of nano-fabrication. The TNF-UT laboratory facility is not used for device production. The projects developed at the TNF-UT laboratory facility must be described and approved by TNF-UT process staff prior to the start of the work on this project. Any deviation from this proposed project is not allowed without agreement by the Process Staff. Access to the TNF-UT cleanroom is a privilege and may be revoked by TNF-UT staff at any time.
- 3 Period of Performance:** Use of the TNF-UT facility shall begin on _____ and will end on _____.
- 4 Fees:** The INSTITUTION acknowledges it may be financially liable for equipment or other property damage if it is found to result from negligence or deliberate violation, by the LAB-USER, of standard TNF-UT policies and procedures. All users (TNF-UT, other academic entities, and industry) are charged for the use of instruments. The charges to the INSTITUTION will be those included on the Approved Service Price Structure attached, as may be amended from time to time. Academic and non-academic users are charged at different rates. LAB-USERS will be billed at the end of each month for accumulated user charges. For UT

Academic Users, this is via journal voucher. Other academic and industrial users should supply a Purchase Order number against which charges can be billed. Failure to pay user charges within 60 days of invoicing will result in cancellation of LAB-USER'S project.

- 5 Research and results: LAB-USER acknowledges that LAB-USER is ultimately responsible for LAB- USER'S own research and that TNF-UT does not in any way warrant or ensure project success.
- 6 **Intellectual Property Rights:** TNF-UT makes no prior claims to inventions developed in the lab, but also makes no additional provisions, outside of UT Policies and Procedures, to protect the intellectual property of the LAB-USER. Ownership of rights of the intellectual property resulting from the research of the LAB-USER shall be governed by the policies of the INSTITUTION and agreements between LAB-USER and the INSTITUTION. In the case of joint inventions involving employees or students from more than one institution, intellectual property rights will be shared under agreements worked out in each case. UT policy prohibits TNF-UT and its Staff from being party to secrecy or disclosure agreements having to do with work being performed in the Lab.
- 7 **NNCI Program Requirements:** Submission of an annual report for active projects is required by NSF as a provision of the NNCI program. LAB-USER and INSTITUTION agree to provide a project title and brief description and summary of work accomplished during the year; the report should not contain sensitive information, as it may be used in presentations to illustrate the range of research topics at TNF-UT. The INSTITUTION also acknowledges that its identity may be made public in presentations and other materials describing TNF-UT and the NNCI. The INSTITUTION further agrees that, where appropriate, TNF-UT and the NNCI will be acknowledged in any of its sponsored publications or presentations, resulting from substantive work performed at TNF-UT.
- 8 **Liability:** The INSTITUTION acknowledges responsibility for general liability and maintains health and worker's compensation insurance for the LAB-USER while LAB-USER is working at TNF-UT. The LAB- USER and the INSTITUTION shall release, hold harmless and indemnify UT, its officers, agents and employees from any and all claims, damages, costs (including reasonable attorney fees) and liabilities arising from the LAB-USER at the TNF-UT facilities other than such as results from the negligence of TNF-UT, its officers, agents, or employees.
- 9 **Governing Law:** This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Texas.
- 10 **Termination:** TNF-UT may terminate this MOU for its convenience in whole or in part at any time by written notice. In such event, LAB-USER shall

promptly comply with the direction contained in such notice and shall subject to such direction, take all necessary action to terminate the project as provided in the notice. This MOU shall terminate automatically if INSTITUTION become bankrupt or insolvent and/or if the business of INSTITUTION is placed in the hands of a receiver, assignee, or trustee, whether by voluntary act of INSTITUTION or otherwise.

The LAB-USER and the INSTITUTION warrant that they have fully read and agree with this Memorandum of Understanding.

Approved by: LAB-USER

Signature: _____

Title: _____

Date: _____

Approved by: INSTITUTION

Signature: _____

Title: _____

Date: _____

Approved by: The University of Texas at Austin

Signature: _____

Title: _____

Date: _____