

# University of Washington Microfabrication Facility

## UW FACILITY USE AGREEMENT #

This Facility Use Agreement (Agreement) is between the University of Washington (UW) and the undersigned Lab User (LAB USER), who is either a student or an employee of the University of Washington, regarding the LAB USER's shared use of the Microfabrication Facility (MFF) and/or Nanotechnology User Facility (NTUF) operating in Fluke Hall. For students and staff members, the faculty member responsible for their project is identified below (FACULTY USER). The MFF together with the NTUF form an integrated research laboratory funded, in part, by the National Science Foundation (NSF) (or successor grants) through the National Nanotechnology Infrastructure Network (NNIN).

**Laboratory Policy:** The LAB USER agrees to review and abide by all laboratory policies as outlined in:

- the MFF user manual, posted at <http://www.engr.washington.edu/sites/default/files/facresearch/microfab/docs/labusermanual.pdf>
- the NTUF Policy manual, posted at [http://depts.washington.edu/ntuf/about/docs/Nanotech\\_User\\_Facility\\_Policies\\_Dec2010.pdf](http://depts.washington.edu/ntuf/about/docs/Nanotech_User_Facility_Policies_Dec2010.pdf)

Although the MFF and NTUF provide general safety courses and training on the safe use of specific equipment and processes, the LAB USER 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 Facility.

**Fees:** The FACULTY USER acknowledges responsibility for purchases, materials costs and lab fees incurred by the LAB USER in his/her use of the MFF and/or the NTUF. A listing of the current fees can be found at:

- MFF tools: <http://www.engr.washington.edu/sites/default/files/facresearch/microfab/docs/MicrofabricationFacilityRates2011.pdf>,
- NTUF tools: <http://depts.washington.edu/ntuf/facility/service.php>

Any future fee changes in excess of 10% will be made with at least 90 days' notice. The FACULTY USER is responsible for promptly notifying the MFF/NTUF joint facility operations manager (Sharon Li, [sharonli@u.washington.edu](mailto:sharonli@u.washington.edu)) if a LAB USER ceases to be a student or employee of UW and is responsible for all fees and costs by such LAB USER until such time as written notice is received by the facility operations manager. Non-payment of fees within sixty (60) days of receipt of invoice will subject the LAB USER and the FACULTY USER to termination of laboratory access with ten (10) days notice to the FACULTY USER.

**Limits on Use:** The MFF/NTUF is a community of professional and student researchers; courteous, professional, responsible behavior is required at all times. Access to MFF/NTUF will not be permitted until such time as the LAB USER has returned an executed User Agreement Form, the User Billing & Information Form, is covered by a Reviewed Research Project that is on file with and approved by the MFF and/or NTUF lab managers, and has completed the mandatory orientation and safety classes for each laboratory tool and process the LAB USER will be using. Access to MFF/NTUF is a privilege and may be suspended, restricted or have conditions placed upon it by UW at any time and for any reason at the discretion of the laboratory manager. Use of MFF/NTUF is limited to research and development as described in the Reviewed Research Project; work outside its scope requires submission of an additional project proposal for review and approval by the MFF and/or NTUF lab managers. Processes with the potential to significantly affect the research of other users or the general operation of the lab are not allowed (e.g., no proprietary chemicals may be brought into the lab). Fabrication of devices or development of other materials for personal or private sale is absolutely prohibited. A LAB USER'S access to MFF is contingent upon his or her continuing affiliation with the UW and with a FACULTY USER sponsor. If the LAB USER's affiliation with the faculty sponsor and/or UW ends, his or her access to MFF/NTUF will terminate until such time as a new or renewed affiliation has been established and a new User Agreement Form and User Billing & Information Form is submitted. Sharing of access cards with other users or allowing unauthorized access to the facility is strictly prohibited and are grounds for terminating facility access. Non-authorized persons are prohibited from accompanying, observing, or helping users at work unless specifically approved by the laboratory manager.

**Research, Intellectual, and Personal Property Rights:** The LAB USER acknowledges responsibility for his or her own research and that MFF/NTUF do not in any way warrant or assure project success. Ownership of rights in intellectual property resulting from LAB USER's research shall be governed by the policies of the University of Washington. The LAB USER further acknowledges responsibility for their personal and intellectual property. MFF

may provide limited, unsecured storage as a courtesy and makes no guarantees against unauthorized access. If a LAB USER's access to the facilities is terminated, the FACULTY USER is then responsible for removing any personal property within sixty (60) days, or it may be disposed of at the discretion of MFF/NTUF Staff.

**NNIN Program Requirements:** Submission of an annual report for active project is required by NSF as a provision of the NNIN program. The LAB USER agrees to provide a project title and brief description 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 MFF/NTUF. The LAB USER further agrees that, where appropriate, the MFF/NTUF and the NNIN will be acknowledged in any of its sponsored publications or presentations, resulting from substantive work performed at these facilities. A suggested acknowledgment is: "Part of this work was conducted at the University of Washington Microfabrication/Nanotechnology User Facility, a member of the NSF National Nanotechnology Infrastructure Network." Occasionally NTUF or MFF staff may request input in compiling publication lists and highlighting research done in the integrated labs. Users' cooperation in response to these requests is greatly appreciated.

**Term and Termination:** Subject to its other provisions, this Agreement shall commence on the start date below, whichever comes later, and shall automatically renew on July 1 of each year unless previously terminated. UW may terminate this Agreement by giving the FACULTY USER thirty (30) days prior written notice. UW may terminate the agreement by giving ten (10) days' notice in the event of (i) failure to timely pay charges as noted above; or (ii) violation of rules or operating procedures established in the "University of Washington Micro-Fabrication Laboratory User Manual". In the event of such termination, FACULTY USER will only be liable for facility use costs incurred up to the date of termination. No use of the MFF/NTUF, Fluke Hall, or Equipment shall extend beyond the termination of this Agreement without prior written approval of UW.

**Dispute Resolution:** The laboratory managers are responsible for continued operation of the facilities. If at any time a user feels unfairly treated by a staff member or that their access was wrongly terminated, they should discuss the situation with the laboratory manager. The sequence of appeals is from the laboratory manager to the faculty director to the College of Engineering Associate Dean for Infrastructure.

The LAB USER and the supervising FACULTY USER warrant that they have fully read and agree with this Agreement. The LAB USER certifies that s/he has read, understands and will abide by all the user manuals in this User Agreement, and the FACULTY USER agrees to be responsible for charges incurred.

| <b>Lab User:</b>   | <b>Faculty User:</b> | <b>UW College of Engineering:</b> |
|--------------------|----------------------|-----------------------------------|
| Signature _____    | Signature _____      | Signature _____                   |
| Printed Name _____ | Printed Name _____   | Printed Name _____                |
| Title _____        | Title _____          | Title _____                       |
| Date _____         | Date _____           | Date _____                        |

**Start Date:** \_\_\_\_\_

Return to:

Sharon Li, Operations Manager  
Microfabrication and Nanotechnology User Facilities  
University of Washington, Box 352143  
215 Fluke Hall  
4000 Mason Rd  
Seattle, WA 98195