## University of Chicago Pritzker Nanofabrication Facility Internal User Agreement

This Facility Use Agreement sets forth the terms under which the undersigned User ("USER"), who is either a student or an employee (faculty or staff) of the University of Chicago, may use the Pritzker Nanofabrication Facility (PNF) operating on Lower Level 1(LL1) in the William Eckhardt Research Center (ERC) located at 5640 S Ellis Ave.

If the USER is not a faculty member of the University of Chicago, the faculty member responsible for the USER's project is \_\_\_\_\_ ("PRINCIPAL INVESTIGATOR").

**PNF Policy:** The USER agrees to review and abide by all the University of Chicago and all PNF policies and procedures, the latter as outlined in the <u>PNF Chemical Hygiene Plan and User Manual</u>, posted at on our website.

Although the PNF provides general safety courses and training on the safe use of specific equipment and processes, the 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 PNF.

**Fees:** The USER and PRINCIPAL INVESTIGATOR (if applicable) acknowledge responsibility for fees and materials costs incurred by the USER in his/her use of the PNF. A listing of the current <u>User Fees</u> can be found at on our website. The USER or PRINCIPAL INVESTIGATOR (if applicable) must provide active FAS account numbers in order for the USER to gain access to the PNF. The USER or PRINCIPAL INVESTIGATOR (if applicable) must notify the PNF of changes to FAS accounts. When the PNF is unable to process monthly transfers for fees incurred in the PNF the USER and the PRINCIPAL INVESTIGATOR (if applicable) will have access to the PNF suspended with ten (10) days' notice to USER.

The PRINCIPAL INVESTIGATOR is responsible for promptly notifying the PNF business manager (administrator@pnf.uchicago.edu) if a USER ceases to be a student or employee of the University of Chicago and is responsible for all fees and costs until such time as written notice is received by the PNF business manager.

Limits on Use: The PNF is a community of professional and student researchers; courteous, professional, responsible behavior is required at all times. Access to PNF will not be permitted until such time as the USER has returned an executed User Agreement Form, has provided all required profile and billing information, has completed basic cleanroom training and has approval from the PNF technical manager. Access to PNF is a privilege and may be suspended, restricted or have conditions placed upon it by the University of Chicago at any time and for any reason at the discretion of the PNF managers. New training is required for users who are inactive for more than one year or when deemed necessary by PNF staff. Use of PNF is limited to research and development, not for fabrication of devices or other materials for sale. Work outside this scope requires submission of a project proposal for review and approval by the PNF managers. Processes with the potential to significantly affect the research of other users or the general operation of the PNF are not allowed (e.g., no proprietary chemicals may be brought into the PNF without prior approval). A USER'S access to PNF is contingent upon his or her continuing affiliation with the University of Chicago and with a PRINCIPAL INVESTIGATOR (if applicable). If the USER'S affiliation with the PRINCIPAL INVESTIGATOR (if applicable) and/or the University of Chicago ends, his or her access to PNF will terminate until such time as a new or renewed affiliation has been established, a new Facility Use Agreement has been executed, and an updated USER profile and billing information submitted. Sharing of access cards with other users or allowing unauthorized access to the facility is strictly prohibited and is grounds for terminating facility access notwithstanding any other remedies available by law.

Non-authorized persons are prohibited from accompanying a USER into the PNF unless specifically approved by the PNF management.

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

intellectual property.

PNF may provide limited, unsecured storage as a courtesy and makes no guarantees against unauthorized access. If a USER'S access to the facilities is terminated, the USER or PRINCIPAL INVESTIGATOR (if applicable) is then responsible for removing any personal property within sixty (60) days, or it may be disposed of at the discretion of PNF Staff.

NNCI Program Requirements: The PNF is a participating unit in the NSF National Nanotechnology Coordinated Infrastructure (NNCI). Submission of an annual report for each active project is required by NSF as a provision of the NNCI program. The USER and PRINCIPAL INVESTIGATOR agree 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 PNF. The USER and PRINCIPAL INVESTIGATOR further agree that, where appropriate, the PNF and the NNCI 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 Pritzker Nanofabrication Facility at the University of Chicago, partially supported by the NSF National Nanotechnology Coordinated Infrastructure." Occasionally the PNF staff may request input when compiling publication lists and highlighting research done in the PNF. The USER'S and PRINCIPAL INVESTIGATOR'S cooperation in response to these requests is required and the USER and PRINCIPAL INVESTIGATOR agree to comply with such requests in a timely fashion.

Term and Termination: Subject to its other provisions, this Agreement shall commence on the start date below and shall automatically renew on the anniversary of the start date each year unless previously terminated and terminate as of the termination date below unless extended by mutual written agreement of the parties. The USER'S or PRINCIPAL INVESTIGATOR'S (if applicable) access may be terminated for any reason by giving the USER or PRINCIPAL INVESTIGATOR thirty (30) days' prior written notice. Further, access may be terminated by giving ten (10) days' notice in the event of (i) failure to pay fees as noted above; or (ii) violation of rules or operating procedures established in the "Pritzker Nanofabrication Facility User Manual," or (iii) breach of this Agreement. In the event of such termination, the USER or PRINCIPAL INVESTIGATOR will only be required to pay for facility use costs incurred up to the effective date of termination. No use of the PNF or PNF equipment shall extend beyond the date access is terminated.

The USER and PRINCIPAL INVESTIGATOR (if applicable) represent and certify that they have fully read, understand, and agree to abide by the terms of this Agreement. The USER and PRINCIPAL INVESTIGATOR (if applicable) certify that they have read, understand and will abide by all the policies and procedures referenced in this Agreement, and the USER and PRINCIPAL INVESTIGATOR (if applicable) agree to be responsible for charges incurred.

USER:	PRINCIPAL INVESTIGATOR: (if applicable)	The University of Chicago:
Signature	_ Signature	_ Signature
Name	Name	_ Name
Title	Title	Title
Date	_ Date	Date
Start Date:(PNF use only)		(PNF use only)

Return to: administrator@pnf.uchicago.edu