



Laboratory Visitor Agreement

This agreement made this _____ day of _____, 20____ between Rochester Institute of Technology, a not for profit institution of higher education organized under the laws of the State of New York whose principal address is One Lomb Memorial Drive, Rochester, New York 14623 ("RIT") on behalf of the Semiconductor Nanofabrication Laboratory ("SNL") and _____ whose address is _____ ("LAB-USER").

Term: The term of this agreement commences on the date it is executed by the last to sign and shall continue through _____, 20____. Either party may terminate this agreement at any time without cause or for failure of the other to comply with its terms and conditions.

Laboratory Policy: The LAB-USER agrees to abide by all laboratory policies, as stated in the RIT SNL Lab-User Orientation and Safety training and in manuals posted throughout the laboratory. The LAB-USER acknowledges that laboratory policies are subject to change, with or without notice, at the sole discretion of RIT.

Fees: The LAB-USER acknowledges responsibility for purchases, materials costs, and lab fees incurred by the LAB-USER in their use of the SNL. Usage rates are according to the User Fee Schedule, which is available at the website listed above. The User Fee Schedule is subject to change upon notice which will be provided by posting the new usage rates on the website listed above. RIT generates an invoice for billing of laboratory fees and expenses every 30 days.

Limits on Use: The LAB-USER acknowledges that RIT is a community of professional and student researchers. As such, courteous, professional, and responsible behavior is expected at all times. Access to the SNL may be revoked by RIT with or without cause at any time. Use of the SNL is limited to research and development as described in the LAB-USER's project. Work outside the scope of the proposal requires an additional project proposal on file with RIT. RIT management must approve in writing chemicals and materials brought into the SNL for the purpose of the LAB-USER's research.

Research and Intellectual Property Rights: The LAB-USER acknowledges responsibility for its own research and that RIT does not in any way guarantee the success of a project. Proprietary processes with the potential to affect the research of other laboratory users or the general operation of the laboratory are not allowed (e.g., no proprietary chemicals may be brought into the lab). RIT faculty and staff are available to train the LAB-USER in the safe and proper use of the laboratory equipment, assist in the operation and modification of the equipment necessary to meet the LAB-USER's needs, and provide assistance in process development on the SNL equipment set. As long as RIT faculty and staff remain limited to these roles, RIT will make no claim to inventions developed in the lab by the LAB-USER. Protection of the LAB-USER's intellectual property shall be the exclusive responsibility of the LAB-USER. RIT does not warrant or represent that it will protect the LAB-USER's intellectual property or that LAB-USER's intellectual property shall be protected. Devices, algorithms, software, and other real or intellectual property developed by the LAB-USER during the course of this work remain the

property of the LAB-USER in accordance with their own corporate policy. Collaboration between the LAB-USER and RIT staff or faculty is restricted to the plan of work as specified in the project proposal and approved by the RIT Office of Sponsored Research Services.

Indemnification: The LAB-USER acknowledges responsibility for general liability and maintains such health and accident insurance as it may carry for the LAB-USER while he/she is working at the SNL. The LAB-USER understands that the use of the SNL may involve exposure to potentially hazardous conditions including, but not limited to, chemical, mechanical, electrical, thermal, and radiation hazards. The LAB-USER shall defend, indemnify and hold harmless RIT, its officers, agents, and employees from any and all claims, damages, costs (including reasonable attorney's fees) and liabilities arising out of the LAB-USER's negligent acts, errors or omissions except claims resulting from the sole and direct negligence of RIT, its officers, agents, or employees.

Insurance: LAB-USER shall, at its own expense, maintain insurance as outlined below with minimum limits as referenced. RIT shall be named as an additional insured on policies providing coverage for #1 below:

- 1) Commercial General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate written on an occurrence basis.
- 2) Auto Liability, if not driving personal vehicles: \$1,000,000 combined single limit (each accident).
- 3) Worker's Compensation and Employer's Liability: Statutory New York State limits.

These coverages and limits are to be considered minimum requirements under this Agreement and in no way limit the liability of the LAB-USER.

This insurance shall be written by a company licensed to do business in New York State with a minimum A.M. Best rating of A- VII. Each policy shall provide for notification to RIT thirty (30) days prior to termination, material change or restrictive amendments. The insurance companies issuing the policies shall have no recourse against the RIT for payment of any premiums or for any assessments under any form or policy. RIT reserves the right to request copies of insurance policies.

The insurance policies referred to above shall be primary insurance ahead of any insurance carried by RIT with respect to the Agreement. LAB-USER shall furnish written consent of the insurer to the primacy of these policies if requested by RIT.

LAB-USER shall provide a certificate of insurance to RIT evidencing this coverage prior to performance of the Agreement and annually thereafter, at policy renewal dates throughout the period services/goods are provided by LAB-USER. This certificate of insurance should also note any self-insured retention/deductible amounts for each policy. Mail to RIT Procurement Dept., 124 Lomb Memorial Drive, Rochester, NY 14623 or fax to: (585) 475-7171.

RIT may utilize deductibles and self-insurance at their sole discretion.

Limit of Liability: RIT provides no warranties against loss of product, experimental results, or other LAB-USER property due to equipment malfunction, and/or the negligence or fault of an RIT faculty or staff member (an "Incident"). In the event of such an Incident, RIT will refund the tool charges for that process. RIT will not cover the cost of processing services performed at either the SNL or by an outside vendor. Under no circumstances shall RIT refund processing charges incurred prior to an Incident.

General: This agreement shall be interpreted in accordance with the law of the State of New York. The parties agree to the exclusive jurisdiction of the federal and state courts located in Monroe County, New York. This agreement constitutes the entire agreement of the parties with respect to the matters addressed herein and no modifications of the agreement shall be enforceable unless in writing signed by both RIT and the LAB-USER. The LAB-USER warrants that they have fully read and agree with this Lab-User agreement.

LAB User Representative:
(has signature authority for this agreement)

Signature

Printed Name

Title

Date

Rochester Institute of Technology:

Signature

Stephen Polly
Printed Name

Operations Manager
Title

Date

Lab Users covered by this Agreement

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Projects covered by this Agreement – SNL Use Only

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