

User Agreement for Laboratory Services for users from external academic/non-profit research institutions

This User Agreement (AGREEMENT) will serve as an agreement between President and Fellows of Harvard College on behalf of Harvard Medical School (UNIVERSITY) acting through the **Microscopy Resources on the North Quad (MicRoN) Core** ("CORE FACILITY") and [Full Name of User] ("USER"), a student or employee conducting research for or on behalf of [Legal Name of User's Institution] ("INSTITUTION"), regarding USER's use of the CORE FACILITY.

I, the undersigned USER, accept and agree to the following terms and conditions under which I shall use CORE FACILITY, and I understand and agree that my ability to use CORE FACILITY is contingent upon my compliance with these terms and conditions as well as CORE FACILITY's policies and requirements described on CORE FACILITY's website <https://micron.hms.harvard.edu/>. I have carefully read, understood, and agreed to the terms of this AGREEMENT before signing it. I have had access to information provided to users by the UNIVERSITY and CORE FACILITY regarding the use of CORE FACILITY facilities, including safety training, have reviewed and understand such information, and have been given the full opportunity to ask the UNIVERSITY and CORE FACILITY any questions I may have about such information.

1. Services

The CORE FACILITY provides the following service(s): The CORE FACILITY provides consultation and training by staff in sample preparation, experimental design, microscope operation, image acquisition of light microscopy samples (the "SERVICES"). After training one of the CORE FACILITY's instruments, the USER may use that instrument to image and process the USER's samples ("SAMPLES"), in accordance with the CORE FACILITY access policies (<https://micron.hms.harvard.edu/accesstraining>). The CORE FACILITY is not responsible in the event of any loss or damage to the USER's SAMPLES. The CORE FACILITY is not obligated to retain any RESULTS or REPORTS (as such terms are defined below) or any SAMPLES or Information beyond the period needed for performance of the SERVICES. The CORE FACILITY is not responsible for the quality of the SERVICES or RESULTS that may arise from inadequate or inferior samples or poor sample preparation.

2. Project Terms

a. Description of Work

I have provided a description of the work proposed to be performed at CORE FACILITY prior to CORE FACILITY's approval of my use of its services. Substantive deviations from said statement of work must be first agreed to in writing by CORE FACILITY.

b. No Warranty; Limitation of Liability

I acknowledge that, as the USER, I retain full responsibility for my project progress and development. ALL CORE FACILITY SERVICES, DELIVERABLES AND REPORTS ARE PROVIDED "AS IS" WITH ALL FAULTS. NEITHER CORE FACILITY NOR UNIVERSITY MAKES ANY, AND THEY HEREBY DISCLAIM ALL, WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WARRANTIES AS TO THE USEFULNESS, QUALITY, ACCURACY, CONDITION OR BENEFITS OF ANY PARTICULAR PROJECT(S) OR RESULTS, AND WARRANTIES THAT CORE FACILITY SERVICES OR FACILITIES WILL BE PROVIDED OR COMPLETED ON A PARTICULAR SCHEDULE. I fully understand and agree that any work done or service provided by CORE FACILITY and its employees is on a reasonable effort basis. I fully understand and agree that CORE FACILITY has no responsibility to return any materials or information I may provide. I accept full responsibility for the progress and results of my project(s).

THE FACILITY WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (WHETHER TORT, CONTRACT OR OTHERWISE) FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE BREACH HEREOF OR THE PERFORMANCE OF THE SERVICES, EVEN IF FACILITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FACILITY'S LIABILITY FOR ANY CLAIMS OR DAMAGES OF ANY KIND SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO THE FACILITY FOR THE SERVICES GIVING RISE TO SUCH A CLAIM.

c. Payment

I acknowledge my responsibility to ensure my INSTITUTION promptly processes payment to the UNIVERSITY for purchases, materials costs, and use fees incurred by me for use of CORE FACILITY facilities and at other UNIVERSITY

departmental stockrooms. I have confirmed with the INSTITUTION Financial Contact, whose information I have provided to the core and/or listed below, that I have sufficient funds available to me to cover such costs and followed all appropriate procedures at INSTITUTION required for the obligation of funds and that there are no additional terms or conditions other than those contained in this AGREEMENT that my INSTITUTION requires in order to make prompt payment of all amounts due hereunder. CORE FACILITY shall submit an invoice to the INSTITUTION via the Financial Contact indicated below for amounts due hereunder, and payment in full shall be made by INSTITUTION within thirty (30) days following submission of the invoice. No terms in any form prepared by USER or INSTITUTION, including Purchase Orders, shall apply.

INSTITUTION Financial Contact:

Name
Title
Department
Address 1
Address 2
Email

3. Status of USER

I understand that I am not an employee, student, or agent of the UNIVERSITY and am deemed to be acting as a representative, employee, and/or student of INSTITUTION for all purposes during work on a project in the CORE FACILITY facilities.

4. Physical Access to Facilities and User Safety

I will not have physical access to the CORE FACILITY facilities in the course of my project utilizing the CORE FACILITY services.

I will have physical access to the CORE FACILITY facilities in the course of my project utilizing the CORE FACILITY services. If I am not an employee of a Harvard Medical School-affiliated hospital, I have read, understood, and signed the UNIVERSITY's [Acknowledgement of Risk and Release](#) and provided the signed form to the CORE FACILITY. I acknowledge that I have had access to and reviewed and understand the general safety policies and procedures of CORE FACILITY prior to being allowed to use the facilities, and I assume full responsibility for my own personal safety. I will operate all instruments and equipment in a safe and professional manner, consistent with the operating instructions and the facility policies. I agree to observe all applicable governmental, UNIVERSITY, and CORE FACILITY policies, rules, and regulations that pertain to my conduct on campus at CORE FACILITY. I represent that my knowledge of laboratory practices is adequate to permit the safe pursuit of the research work in conjunction with my specific project. Without limiting any other remedies available to them, the UNIVERSITY and CORE FACILITY shall have the right to immediately prohibit my further use of the facility if CORE FACILITY, at its sole discretion, believes that I have breached this representation, violated a policy, rule, or regulation, or that my conduct is inappropriate or disruptive.

5. Intellectual Property

CORE FACILITY operates as a shared-use facility, and the UNIVERSITY shall make no claim to co-own (i) intellectual property created solely by USER or (ii) results generated for the USER by the CORE FACILITY under this AGREEMENT, based solely on my use of the UNIVERSITY's facilities and services under this AGREEMENT. UNIVERSITY owns intellectual property, including techniques, improvements, methods and inventions created by its staff in the course of rendering services to USER under this AGREEMENT, other than results generated for USER hereunder, as well as all general knowledge, skills, experience and know-how developed or obtained by CORE FACILITY in the course of performing services under this AGREEMENT or otherwise.

I acknowledge that the commercial viability of any technique developed at CORE FACILITY is subject to the intellectual property rights of the UNIVERSITY and other third-party rights holders. I understand and acknowledge that the UNIVERSITY makes no guarantee that techniques developed at CORE FACILITY are not covered by its own or a third party's intellectual property. I further acknowledge that the UNIVERSITY is the co-owner of intellectual property that I co-invent with CORE FACILITY staff or other UNIVERSITY personnel, other than results generated for USER hereunder, and that, prior to using the CORE FACILITY, I have confirmed with INSTITUTION that my use of

CORE FACILITY under these terms is consistent with my obligations to INSTITUTION under the terms of my appointment.

6. Confidentiality

I agree not to disclose or to use, directly or indirectly, any proprietary or confidential research, data, trade secrets, personal data, or other similar information of CORE FACILITY, UNIVERSITY, other users or third parties of which I may become aware as a result of my use of the CORE FACILITY.

I further acknowledge that I am not permitted to disclose information that my INSTITUTION would ordinarily require a confidentiality agreement to share with CORE FACILITY or UNIVERSITY, unless and/or until the obligations and rights of INSTITUTION and UNIVERSITY with respect to such confidential or proprietary information have been set forth in a separate and duly authorized confidentiality agreement executed between UNIVERSITY and INSTITUTION.

7. CORE FACILITY Requirements

I certify that I will under no circumstances (a) schedule time for facility use for another person in my name (whether other user is qualified or not), (b) give out the User Name and/or Password provided to me by CORE FACILITY and/or UNIVERSITY for use by other persons, (c) give other persons access to my facility-access swipe card or (d) otherwise assist others with unauthorized access to any controlled facility, system, or other resources at the UNIVERSITY. CORE FACILITY reserves the right to deny me future access in the event of breach of this Agreement.

8. Use of Name

I will not use any name, logo or other trademark or service mark of the CORE FACILITY or UNIVERSITY, or the names of the CORE FACILITY or UNIVERSITY's employees, in any form of advertising, promotion or publicity, including press releases, without the prior written consent of the CORE FACILITY or UNIVERSITY, as applicable. The foregoing notwithstanding, I agree to acknowledge the CORE FACILITY in publications regarding the project results in accordance with academic standards.

I warrant that I have fully read and agree with this AGREEMENT.

USER: _____ Title: _____

Signature: _____ Date: _____

USER's Principal Investigator: _____

Signature: _____ Date: _____

CORE FACILITY Approval:

Approved by: _____ Title: _____

Signature: _____ Date: _____