



STONEHILL COLLEGE

Agreement for Use of Laboratory Facilities and Equipment

Stonehill College ("College") and ("User"), whose use is not as a College student or whose use is as an employee of a non-College group or company ("Employer") agree as follows regarding the User's use of laboratory facilities and equipment ("Equipment and Facilities" or "Lab") at the College.

1. **Laboratory Procedures and Practices:** The User agrees to abide by all laboratory procedures and practices, as stated in any safety and training documents available from the College regarding the use of the Equipment and Facilities. Although College provides general safety and operation training on the safe use of the Equipment and Facilities, the User and Employer assume responsibility to plan and perform work in such a way as to ensure their own personal safety as well as the safety of others using the Lab and shall release and hold College harmless from any and all injury to person or damage to property that may result from User's use of the Equipment and Facilities. Should Employer be a public/governmental entity which is prohibited or restricted by law in its ability to provide indemnification, Employer shall release and hold College harmless, to the extent permitted by law, from any and all injury to person or damage to property that may result from User's use of the Equipment and Facilities.
2. **Fees, Property Damage, and Security:** A proposed work plan for use of the Equipment and Facilities will be developed by User, or User in conjunction with College employees assigned to the Lab, and submitted to an authorized College employee for review and cost estimation. User will be provided an approved project/work plan for review and acceptance. Upon acceptance, the Employer (or User if the User is acting as an independent individual) acknowledges responsibility for purchases, materials costs and lab fees incurred by the User in their use of the Equipment and Facilities in accordance with the approved work plan. Fees shall be paid to College within 30 days of invoice date. A fee schedule is available upon request and all fees are subject to change by the College. User and Employer acknowledge that College may suspend or terminate access to the Equipment and Facilities in the event payment of fees is not made when due. Employer acknowledges and agrees it shall be financially liable for any and all property damage or destruction arising out of User's use of the Equipment and Facilities. User understands and agrees that College cannot guarantee in any way the security of materials or other property, tangible or intangible (e.g., electronic data), brought into the Facilities or introduced into the Equipment by User, and User and Employer acknowledge and agree that College shall not be responsible for the damage, destruction, theft, or loss of such materials or property.
3. **Compliance with Rules, and Regulations:** The User acknowledges that College is a community of professional and student researchers. As such, courteous, professional, responsible behavior is expected at all times. Access to the Equipment and Facilities is a privilege and may be revoked by College at any time and for any reason in College's sole discretion. User and Employer agree to comply with all federal and state laws, rules, and regulations in their use of the equipment as well as with all College policies, rules, and procedures.
4. **Disclaimer of Warranty and Limitation of Damages.** The User and Employer acknowledge that they are ultimately responsible for their own research and that College does not in any way warrant or assure project success. User and Employer further acknowledge and agree that College makes no warranty whatsoever regarding the Equipment and Facilities. Employer and User acknowledge and agree that, except in the case of gross negligence or willful misconduct, the College's maximum liability under this Agreement for any claim or suit, of whatever type and for whatever cause, and under whatever theory, arising out of this Agreement shall in no event exceed the fees received by College from User or Employer during the three-month period of time immediately preceding the date of such claim.
5. **Research, Intellectual Property Rights, and Liability.** College makes no a priori claims to inventions developed in the lab by User or Employer, but also makes no additional provisions to protect User or Employer's intellectual property. College's intellectual property policy applies to any work created by College employees. College shall not be required to maintain secrecy or confidentiality having to do with work being performed in the Lab unless a separate confidentiality/nondisclosure agreement has been executed by an authorized signatory of the College.
6. **INDEMNIFICATION, RELEASE and INSURANCE:** The Employer acknowledges responsibility for the actions of User and for any damage or injury, whatsoever, caused by User in its use of the Equipment and Facilities. User and the Employer understand that use of the Equipment and Facilities may involve exposure to potentially hazardous conditions including, but not limited to, chemical,

mechanical, electrical, thermal, and radiation hazards. Except to the extent of the College's gross negligence or willful misconduct, the User and the Employer shall release, hold harmless and indemnify College, its officers, agents and employees from any and all claims, damages, costs (including reasonable attorney fees) and liabilities arising out of the User's use of the Equipment and Facilities or that may result from products or materials developed by User or Employer in such facilities (including, but not limited to, product liability claims and claims of intellectual property right infringement).

- Employer shall maintain general liability insurance from an insurer acceptable to the College in an amount of coverage not less than \$1,000,000 per occurrence and \$2,000,000 per claim, naming College as an additional insured as well as workers compensation coverage as required by laws. Employer shall provide certificates of insurance evidencing such coverage prior to its use of the equipment and will include College as an additional insured on said certificates. All certificates of insurance must clearly state that Employer's insurance is primary. If Employer's insurance has a deductible, self-insurance retention or co-insurance

penalties, then all such costs shall be the sole responsibility of the Employer. College will not share in any policy deductibles.

- The User authorizes the College and its agents to obtain medical care for the User if, in their opinion, the User is in need of immediate emergency medical attention while the User is in the Lab. If such medical care is sought, the User authorizes any medical care facility or physician selected by the College to perform whatever medical services are deemed necessary to preserve the User's life, health, and well-being. The User agrees to be responsible for and to indemnify and hold harmless the College and any of its agents and employees for the payment of all costs and expenses resulting from any such medical care, hospitalization, or medical services for the User.
- The User and the Employer warrant that they have fully read and agree to the terms of this Agreement. The individual signing below on behalf of Employer warrants that they have the authority to bind Employer to the terms of this Agreement.

Check One: User is using the Lab as an: <input type="checkbox"/> Individual <input type="checkbox"/> Employee		
User:		
Print Name:	Signature:	Date: / /
If the User is an Employee, an authorized signatory for the Employer must complete this section:		
Employer Name:	Signatory Name:	
Street Address:	City:	State: Zip:
Telephone:	Signature:	Date: / /
Additional Users of the Same Employer (attach additional sheets as needed):		
Print Name:	Signature:	Date: / /
Print Name:	Signature:	Date: / /
Print Name:	Signature:	Date: / /
Print Name:	Signature:	Date: / /
Print Name:	Signature:	Date: / /
Parental Release of Individual User Under 18 Years of Age		
<i>If User is under 18 years of age, the following parental release must be signed by the User's parent or legal guardian.</i>		
As parent and/or guardian of the User I hereby release and discharge the College, and its agents and employees, under the terms of the above Agreement from any claim which I might have against the College, and its agents and employees, both in my own behalf and as legal representative of the User. I further agree to indemnify and hold the College, and its agents and employees, harmless from any liability, claim or action, including attorneys' fees, in connection with the User's participation in any activity in the Lab as described in this Agreement.		
Print Name:	Signature:	Date: / /