

Memorandum of Cooperative Agreement
Berkeley Nanofabrication Laboratory Affiliates (BNLA)
and University of California, Berkeley

_____ is an employee/contractor of _____
(NanoLab Member) (BNLA Company)

NanoLab Member and BNLA Company understand and agree that:

- 1.0 All users of the Berkeley Nanofabrication Laboratory (NanoLab) must be properly trained in facility procedures, safety and in equipment operation. This is accomplished through the Berkeley NanoLab Orientation Seminar which is held monthly. While the staff and management of the NanoLab will do everything possible to provide training to users, ultimate responsibility for safe use of the facility rests with the user. Please ask questions if there is anything you do not understand.
- 2.0 The NanoLab Member and the BNLA Company (as shown above) understand that the NanoLab Members' use of the laboratory is controlled by the provisions of the University; thus, research for the benefit of the BNLA Company is to be undertaken only under conditions approved in advance by the UC Berkeley Business Contracts Office. University participation in tests and investigations shall be limited to activities, which lead to the extension of knowledge, or to increase effectiveness in teaching.
- 3.0 The NanoLab Member and BNLA Company agree that the NanoLab Member is not an employee of the University of California, that the University has no responsibility to provide Worker's Compensation or other Liability coverage for the member's benefit, and that the University will not be responsible for any costs, expenses or liabilities for illness or injuries of the NanoLab Member. The NanoLab Member and the BNLA Company agree that the member is acting as a representative of the BNLA Company while working at the NanoLab. The NanoLab Member must have his/her own health and accident insurance; University will not be responsible for any costs, expenses or liabilities for illness or injuries of BNLA Company employees/contractors. The BNLA Company agrees to maintain in effect such health, Workers' Compensation, and accident insurance as it may carry on or for its employees/contractors.
- 4.0 The BNLA Company further understands that membership in the BNLA allows for access of a maximum of six (6) persons from said member company, based on the fee structure detailed on the NanoLab's website:
<http://nanolab.berkeley.edu/membership/membershipaf.shtml#overhead>
- 5.0 The BNLA Company acknowledges that the NanoLab is a research facility shared by graduate and postdoctoral students as well as industrial research scientists on an equal basis. The BNLA Company retains ultimate responsibility for project progress and development; the University does not in any way warrant or assure a

particular project result. Furthermore, access to laboratory equipment and the working condition of laboratory equipment cannot be guaranteed.

- 6.0 Ownership of rights in intellectual property resulting from research conducted by the NanoLab Member shall be governed by the policies of the BNLA Company and agreements between the employee and the Company. The NanoLab Member understands that he/she has no claim on intellectual property owned by the University. BNLA membership is not a mechanism for creating joint projects. Joint projects between a BNLA Company and the NanoLab are rare and require a separate agreement.
- 7.0 The NanoLab Member and the BNLA Company shall release, hold harmless and indemnify the University of California Berkeley, its officers, agents and employees from any and all claims, damages, costs (including reasonable attorney fees) and liabilities arising out of the member's use of the NanoLab facility other than such as results from the negligence of the University, its officers, agents, or employees. The NanoLab Member understands that he/she will be required to successfully complete the Nanofabrication Laboratory Orientation seminar and pass the safety exam before entry to the facility will be permitted. The NanoLab Member and the BNLA Company further agree that they understand the fees associated with the use of NanoLab and the BNLA Company agrees to pay the applicable fees. Finally, the NanoLab Member and the BNLA Company warrant that they have fully read and agree with this Berkeley Nanofabrication Laboratory Affiliates Agreement.

<u>BNLA Member</u>	<u>Supervisor/Official</u>	<u>NanoLab Faculty Director</u>
_____	*	_____
(Print Name)	(Print Name)	(Print Name)
_____	_____	_____
<i>Title</i>	<i>Title</i>	<i>Title</i>
_____	_____	_____
<i>Signature</i>	<i>Signature</i>	<i>Signature</i>
_____	_____	_____
<i>Date</i>	<i>Date</i>	<i>Date</i>

*BNLA member's supervisor or other appropriate official who is authorized to commit the BNLA Company to the terms of this Agreement.