

## NANOFABRICATION CLEANROOM AND SHARED INSTRUMENTATION FACILITY TERMS AND CONDITIONS OF USE

This document contains the Terms and Conditions of Use for the Nanofabrication Cleanroom and Shared Instrumentation Facility ("Shared Facility") at New York University's Tandon School of Engineering ("NYU Tandon") by the undersigned user \_\_\_\_\_ ("User"), who is either a student or an employee (faculty or staff) of NYU Tandon. If the User is not a faculty member of NYU, the faculty member responsible for the User's project is \_\_\_\_\_ ("Principal Investigator").

1. **Background.** This document establishes the terms and conditions for User's and Principal Investigator's access and use of the Shared Facility at NYU Tandon.
2. **Access to Shared Facility.** User and Principal Investigator understand that access to the Shared Facility is subject to availability, which is determined in NYU Tandon's sole discretion, and if access is granted, their access and use is subject to these Terms and Conditions.
3. **User and Principal Investigator Obligations.**
  - a. At all times in connection with their use of the Shared Facility, Users and Principal Investigators must abide by the Terms and Conditions, which include the rules of conduct and safety guidelines ("Rules of Conduct"). In addition to affirming their understanding of these Terms and Conditions, the User and the Principal Investigator must also complete NYU's general safety training, the orientation for the Shared Facility, and review the Shared Facility Handbook. NYU Tandon may revise the usage and safety provisions or require additional training or testing at any time, and User's continued use of the Shared Facility will be dependent on User's compliance with such requirements.
  - b. Before accessing the Shared Facility, User or Principal Investigator will notify NYU Tandon if any work to be conducted by them in the Shared Facility (i) is funded by a federal grant (and the federal agency providing such funding) or (ii) is or may be subject to U.S. export control laws or other applicable laws that may require special conditions regarding access and use (e.g., to comply with deemed export regulations). User and Principal Investigator understand that NYU Tandon may, in its sole discretion, deny access to the Shared Facility if the research to be performed by User is subject to export control laws. User will be responsible for ensuring that if User is not a citizen, permanent residents, or asylees/refugees of the U.S., that such User is authorized under his/her visa to have access to the Shared Facility (including any technology, as applicable) and for reviewing if equipment and technology brought to the Shared Facility are subject to U.S. export control laws or other applicable laws that may require special conditions regarding access and use. User will reasonably cooperate with and provide any information (including information regarding citizenship and permanent residency of its researchers) that is reasonably requested by NYU Tandon in order to ensure User's compliance with this provision. Where required by NYU Tandon, User will collaborate with NYU Tandon to ensure that an appropriate plan to meet applicable regulatory requirements is in place prior to access to the Shared Facility. NYU Tandon may prohibit User from bringing equipment or items to the Shared Facility.

c. User and Principal Investigator agree that, where appropriate, NYU Tandon will be acknowledged in publications or presentations resulting from substantive work performed in the Shared Facility.

d. User and Principal Investigator acknowledge that the use of the Shared Facility is subject to their complete compliance with these Terms and Conditions and any other directions provided by NYU Tandon, and that NYU Tandon may immediately prohibit access to and use of the Shared Facility in its sole discretion, including if NYU Tandon determines that the User has not complied with these Terms and Conditions.

4. **Payment.** Principal Investigator and User acknowledge the responsibility for payment to NYU Tandon for (i) Shared Facility equipment use fees, which shall be determined in NYU Tandon's sole discretion; and (ii) costs of supplies and materials provided by NYU Tandon. Payment will be made in full by Principal Investigator or User for such costs and payment within thirty (30) days of receipt of an invoice by NYU Tandon.

5. **Security of User Property.** The User acknowledges sole responsibility for their personal property brought into the Shared Facility, which may include but is not limited to materials, devices, notebooks, chemicals, glassware, and other supplies.

6. **Hazardous Conditions.** The User understands that entering the Shared Facility may involve exposure to potentially hazardous conditions including but not limited to chemical, mechanical, electrical, thermal, and radiation hazards.

**User:**

Signature \_\_\_\_\_

Name:

Title:

Date:

**Principal Investigator:**

Signature \_\_\_\_\_

Name:

Title:

Date: