

QNFCF AGREEMENT FORM FOR NON-UNIVERSITY OF WATERLOO LAB USERS (the “Agreement”)

This document will serve as an agreement between the University of Waterloo and _____ (“USER”), regarding the USER’s use of the QNFCF Facility formerly known as QUANTUM NANOFAB (the “FACILITY”).

The FACILITY is located on University of Waterloo property (the “CAMPUS”). The FACILITY operates multiple satellite labs on the CAMPUS; the FACILITY’s primary cleanroom is located in the Mike and Ophelia Lazaridis Quantum-Nano Centre. The Director of the FACILITY is responsible for its general management and operation and is empowered by the University of Waterloo to enter into and administer this Agreement with the USER.

1. LABORATORY POLICY

- a) The USER agrees to abide by all laboratory policies, as stated in the Safety Policies and Operating Policies located at <https://qnfcf.uwaterloo.ca/policies>.
- b) The USER acknowledges that the work performed is on an elective basis and that there is no employment relationship with the University of Waterloo.

2. ACCESS

- a) In order to gain access to the FACILITY, the USER agrees to complete all necessary steps (including training) located at: <https://qnfcf.uwaterloo.ca/links/membership/how-to-become-a-lab-member>. Although the FACILITY provides a general safety course and training on the safe use of specific equipment, the USER assumes responsibility to plan and perform work in such a way as to ensure his/her own personal safety as well as the safety of others in the FACILITY and the integrity of the FACILITY and its equipment.

3. FEES

- a) The USER acknowledges responsibility for purchases, materials costs and lab fees incurred by the USER in his/her use of the FACILITY.

4. LIMITS ON USE

- a) The University of Waterloo has various policies in place promoting a safe environment on campus. The USER agrees to abide by all applicable University policies, guidelines and procedures (located at: <https://uwaterloo.ca/secretariat-general-counsel/policies-procedures-guidelines>).
- b) The USER acknowledges that the FACILITY is used by both professional and student researchers. Courteous, professional and responsible behaviour is expected at all times. Access to the FACILITY is a privilege and may be revoked by the University of Waterloo at any time.
- c) The USER agrees that the obligations, commitments and understandings set forth in this Agreement are important to ensure the integrity of the University of Waterloo and as a result, a breach of this Agreement may result in the immediate termination of this Agreement.

5. RESEARCH AND INTELLECTUAL PROPERTY RIGHTS

- a) The USER acknowledges that he/she is ultimately responsible for his/her own research and that neither the University of Waterloo nor the FACILITY warrant, or assure the success of any project undertaken in the FACILITY. Processes with the potential to affect the research of other users or the general operation of the

FACILITY are not allowed (for example, the introduction to the FACILITY of unapproved or unknown chemicals).

- b) The University of Waterloo makes no claims to inventions developed in the lab, but also makes no provisions, outside of University of Waterloo Policies and Procedures, to protect USER's intellectual property (located at: <https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policies/policy-73-intellectual-property-rights>). In the case of joint inventions involving employees or students from more than one organization, including the University of Waterloo, intellectual property rights will be shared under agreements worked out in each case. The University of Waterloo makes no guarantee for the security of the USER's intellectual property or materials while these materials and information are within the FACILITY.
- c) The Intellectual Property Policy of the FACILITY is simple: **the University of Waterloo does not make any claim on the intellectual property of the USER based solely on use of the laboratory.** Effectively, the USER is merely renting equipment time in the FACILITY.
- d) The FACILITY operates as a user facility. Under normal conditions, work in the FACILITY is done by the USER, using the USER's own ideas. The FACILITY provides access to equipment, and FACILITY staff will normally provide only equipment instruction and general process support for common open processes. The USERS learn to keep private information to themselves.
- e) That being said, if the USER chooses to disclose confidential information to FACILITY staff or other users the USER should have no expectation of continued confidentiality. If the USER asks for FACILITY staff assistance in solving a specific problem and that interaction results in new intellectual property, the FACILITY may have partial claim to that property, however, this rarely happens and does not happen by accident. Most industrial projects bring their own skilled scientists to work in our laboratory so little high level technical interaction is required.
- f) In short, as long as the USER seeks only general equipment and process instruction the USER's intellectual property is clear.

6. LIABILITY

- a) The USER is strongly encouraged to carry adequate general liability insurance, either as an individual or through the company which they represent while working at the FACILITY. The University of Waterloo provides no Workers' Compensation or other liability coverage for the USER's benefit. The USER is deemed to be acting as a representative and employee of his/her company during work at the FACILITY. The University of Waterloo maintains a general liability policy which provides coverage to University of Waterloo registered students, faculty, staff and volunteers, while conducting University of Waterloo business only. The work performed by the USER under this Agreement is not included in this coverage.
- b) The USER understands that use of the FACILITY may involve exposure to potentially hazardous conditions including, but not limited to, chemical, mechanical, electrical, thermal, and radiation hazards and any manner of injury resulting from use or misuse of equipment/tools required to perform the duties. The USER shall hereby release the University of Waterloo, its officers, agents, and employees and the FACILITY from all claims for damages, costs (including reasonable attorney fees) and liability arising out of the USER's use of the FACILITY.
- c) The USER agrees to indemnify and hold the University, its officers, directors, employees, agents and subcontractors harmless from liability, loss or damage of any nature or kind they or any of them may suffer as a result of claims, demands, costs or judgments against them or any of them in any way arising out of the activities or obligations to be carried out or met pursuant to this Agreement.

7. PROTOTYPE AND SMALL LOT PRODUCTION

- a) The University of Waterloo does allow access to its equipment set for the development of prototype devices and materials and to perform small lot production. The University of Waterloo does not provide special access privileges for such use. The University of Waterloo also only endeavors to ensure that the equipment is operational and does not perform experiments to ensure the equipment is qualified for any specific processes. The USER shall indemnify the University of Waterloo, its officers, agents, and employees from all claims, damages, costs (including reasonable attorney fees) and liability relating to the sale or use of any devices, materials, or products fabricated in the FACILITY.

8. TERMINATION

- a) Either the University of Waterloo or the USER may terminate this Agreement at any time for any reason with or without cause and without notice, and without compensation of any kind.
- b) The USER warrants that they have fully read and agree with the terms and conditions in this Agreement and specifically with regard to waiver and release of liability and both confirm that they are signing this document freely and with informed consent.

9. ELECTRONIC TRANSMISSION

- a) This Agreement may be delivered by email or other means of electronic transmission and may be executed in two or more counterparts, each of which shall be deemed to be an original, and that such separate counterparts shall constitute together one and the same instrument, notwithstanding their date of actual execution

Acknowledgements:

- WE are aware of the nature and effect of this Agreement and WE fully understand all of the terms and conditions above.
- WE understand that WE are giving up substantial rights by signing this Agreement. Nevertheless, the undersigned is signing it freely and voluntarily without inducement or duress.

SIGNED, this _____ day of _____, 20_____.

 USER:
 Title:
 Company:
 I have the authority to bind the corporation.

UNIVERSITY OF WATERLOO

 Name:
 Title:
 I have the authority to bind the corporation.