

# CNST NanoFab Facilities Use Agreement Instructions - Example Page

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The Facilities Use Agreement (FUA) must be signed by someone with signature authority for your organization. Once agreement has been completed and signed please fax it to the attention of "NanoFab User Office" at 301-975-2969 or 301-975-8761.

All sections of the FUA that are highlighted on this example page must be completed on the actual agreement, pages 2 and 3 of this document, immediately following this example page. With the exception of the signature "By:" block these sections can be completed electronically or hand written. The signature for the user must be hand signed.

**CNST NANOFAB  
FACILITIES USE AGREEMENT # \_\_\_\_\_  
FOR *NON-PROPRIETARY RESEARCH BY REMOTE USERS AND  
U.S. FEDERAL, STATE, AND LOCAL GOVERNMENT ENTITIES  
ONLY*  
BETWEEN  
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY  
AND  
National Aeronautics and Space  
Administration (NASA).**

The National Institute of Standards and Technology ("NIST") and NASA ("USER"), do hereby enter into this Facilities Use Agreement under the terms and conditions set out below, and NIST policies on the use of NIST equipment and facilities.

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## SIGNATURE FOR USER

By: Patrick Thompson

Name: Patrick Thompson

Title: Administrative Officer

Date: 7/28/14

Affiliation and Mailing Address:

NASA

300 E St SW

Washington, DC 20546

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**CNST NANOFAB  
FACILITIES USE AGREEMENT # \_\_\_\_\_  
FOR NON-PROPRIETARY RESEARCH BY REMOTE USERS AND U.S. FEDERAL, STATE, AND LOCAL  
GOVERNMENT ENTITIES ONLY  
BETWEEN  
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY  
AND  
\_\_\_\_\_.**

The National Institute of Standards and Technology ("NIST") and \_\_\_\_\_ ("USER"), do hereby enter into this Facilities Use Agreement under the terms and conditions set out below, and NIST policies on the use of NIST equipment and facilities.

Pursuant to this Agreement, USER is authorized to undertake certain non-proprietary research through the use of the NIST CNST Nanofabrication Facility located in Gaithersburg, MD. This is a Director-Designated facility.

- (1) USER shall be allowed use of the above-described Facility during the period commencing on the date of execution and ending one year from the date of execution, subject to a schedule of use agreed to by NIST.
- (2) NIST reserves the right to terminate this Agreement at any time and USER agrees to discontinue its use of the Facility upon receipt of written notice from NIST.
- (3) USER agrees to pay NIST in US currency for the use of the above-described facility according to the rate schedule dated current at the time of use.
- (4) USER shall not disclose confidential or proprietary information to NIST under this Agreement. If, during the course of the research, it becomes necessary to disclose such information, USER and NIST will enter into a separate written non-disclosure agreement.
- (5) USER agrees that the personnel it has selected to use or assist in the use of the above-described Facility will abide by all regulations applicable to NIST personnel relating to conduct while on NIST premises, and will adhere to applicable building and restricted area access controls. The names of such personnel with their titles and signatures must be provided to NIST prior to their use of the Facility.
- (6) USER agrees not to use the name of NIST or the Department of Commerce on any advertisement, product or service that is directly or indirectly related to this Agreement, nor imply in any way that NIST or the Department endorses its products or services.
- (7) USER agrees to acknowledge the CNST in publications resulting from this work with the following statement: "Research performed in part at the NIST Center for Nanoscale Science and Technology."
- (8) Payment Terms: Payment is required in advance of performance of all Facilities Use Agreements (FUA) and will be billed at the time the agreement is fully executed. For amendments to the FUA, any additional funds costs will be billed at the time the amendment is fully executed.

Advance payment in full and/or a schedule of payments is required. Advance payment in full will be billed at the time the agreement is fully executed. Payment schedules must provide for the

payment to be made before costs associated with the NIST work under this FUA are incurred. Acceptable payment terms include advance payment on a quarterly, bi-annual or annual basis. Please state the reason an advance payment schedule is required along with the proposed amounts and billing dates below. A minimum of one payment period must be paid prior to the start of the project. An advance payment schedule is not available for projects with a duration of less than three months.

Any excess funds will be returned after the completion of the project.

SIGNATURE FOR USER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Affiliation and Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATORIES FOR NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY

\_\_\_\_\_  
Director, NIST Center for Nanoscale Science and Technology

\_\_\_\_\_  
Date

SIGNATURE NOT REQUIRED – SEND COPY TO OTP

Chief, Office of Technology Partnerships