

CENTER FOR NANOSCALE SCIENCE AND TECHNOLOGY
NANOFAB FACILITIES USE AGREEMENT
FOR PROPRIETARY RESEARCH

The National Institute of Standards and Technology (NIST) and _____ (USER) hereby enter into this Facilities Use Agreement under the terms and conditions set forth below, and in accordance with NIST's policies on the use of NIST equipment and facilities. This Agreement is effective upon the date of the last signature below (Effective Date). Pursuant to this Agreement, USER is authorized use of NIST's Center for Nanoscale Science and Technology (CNST) Nanofabrication Facility (NanoFab) to conduct certain CNST-approved proprietary research (hereinafter referred to as "Project(s)"). The NanoFab is a NIST-designated User Facility.

- (1) USER shall be allowed to use the NanoFab for four (4) years from the Effective Date for CNST-approved Project(s), subject to a schedule of use agreed to by NIST. Either Party may terminate this Agreement at any time. USER's termination does not relieve USER's obligation to pay NIST for its use up to the date of termination. USER agrees to discontinue its use of the NanoFab upon the date of receipt of written notice of termination from NIST.
- (2) NIST employee(s) may train and may provide information regarding tools at the NanoFab, but NIST employees may not assist with the execution of the USER's proprietary Project(s).
- (3) USER agrees to pay NIST in US currency for its use of the Facility in full based on the NanoFab Tool Rates and in accordance with the terms on the NanoFab Payment Form effective as of the date of use of the Facility.
- (4) USER agrees to be responsible for the acts or omissions of USER's employees, and any individual using the NanoFab on USER's behalf, during its use of the NanoFab. As an agency of the Federal Government, NIST is only responsible for the act or omission of its employees to the extent permitted under the Federal Torts Claims Act.
- (5) USER shall not disclose any confidential information to NIST under this Agreement. During the course of the USER's Project(s), if NIST and USER find that it is necessary for USER to disclose certain confidential information to NIST, NIST and USER will enter into a separate, written non-disclosure agreement. USER acknowledges that NIST and the Department of Commerce (DoC) are subject to the Freedom of Information Act and that NIST and DoC will not be held liable for the disclosure and/or copying of data or information which NIST and DoC determine cannot be withheld lawfully, or which a court of competent jurisdiction requires disclosed.
- (6) If and when on NIST premises, USER's employees and any individual using the NanoFab on USER's behalf shall abide by all regulations applicable to NIST personnel relating to conduct, and shall adhere to applicable building and restricted area access controls. USER agrees to provide to NIST the names of such employees and individuals for entry into the NIST Associate Information System (NAIS) prior to access to the NanoFab.
- (7) USER agrees not to use the name of CNST, NIST or DoC on any advertisement, product or service that is directly or indirectly related to this Agreement, and not to imply in any way that CNST, NIST or the Department endorses USER's products or services.

- (8) USER agrees to provide annually to CNST a list of all outputs and accomplishments associated with USER's Project(s), including all publications, presentations, patent applications, media citations, honors, and awards.
- (9) USER agrees to acknowledge the CNST in oral presentations and in written publications or other published documents reporting the results associated with or made possible by each of the USER's Project(s) with the statement: "Research performed in part at the NIST Center for Nanoscale Science and Technology."

By signing below, each signatory represents that it has the authority to execute this Agreement and to bind its Party to the terms and conditions herein.

SIGNATURE FOR USER:

By:
Date:
Affiliation:
Name:
Title:

Mailing Address for Written Notices:

SIGNATURE FOR NIST CNST:

Mailing Address:
100 Bureau Drive, MS 6201
Gaithersburg, Maryland

A COPY MUST BE PROVIDED TO NIST'S TECHNOLOGY PARTNERSHIPS OFFICE.