

FACILITIES USE AGREEMENT
FOR NON-COLLABORATIVE OR COLLABORATIVE PROPRIETARY RESEARCH
BETWEEN
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
AND
COMPANY/ENTITY

Check One

X For Proprietary Use

For Non-Proprietary Use

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 proprietary research through the use of the XXXX Instrument(s) at the NIST Center for Neutron Research located in Gaithersburg, MD. This is a Director-Designated facility.

- (1) USER shall be allowed use of the above-described Facility for an initial period of 1 day, plus additional days as needed up to a total of XXX days in the period ending MM/DD/YY and commencing on the date of the last signature to this agreement, and is subject to a schedule of use agreed to by NIST. This agreement may be renewed by mutual agreement between USER and 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 US \$XXXX.XX per day for the use of the XXXX instrument facility. These amounts include assistance by NIST staff in training USER personnel in the use and maintenance of that Facility. NIST staff will/will not directly assist USER in the conduct of USER's Proprietary Research. These rates are for FY2010 (10/1/2009 through 9/30/2010) and are subject to change in FY2011 to reflect actual operating costs for that year.
- (4) USER agrees to pay for all damages and injuries that may arise out of its use and operation of the Facility to the extent USER is responsible for such damages and injuries. USER agrees to obtain and maintain appropriate public liability and casualty insurance, or adequate levels of self insurance, to insure against any liability caused by its use of NIST facilities under this Agreement.
- (5) USER agrees to hold NIST, the Department of Commerce, and its officers and employees harmless from all liability that may arise solely out of USER's use and operation of the Facility.
- (6) If, in connection with the use and operation of the FACILITY, USER discloses information to NIST which USER deems confidential and proprietary, USER understands that NIST and the Department of Commerce (DoC) are subject to the Freedom of Information Act and understands 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.
- (7) 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.

- (8) 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.
- (9) USER will retain the entire right, title, and interest to any invention solely created by USER's employee(s) resulting from the proprietary measurements performed under this Agreement.

SIGNATURE FOR USER

By: _____

Name: _____

Title: _____

Date: _____

Mailing Address:

SIGNATORIES FOR NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY

NIST Counsel

Date

Director, NIST Center for Neutron Research

Date

Chief, Office of Technology Partnerships

Date