



## Part I. User Contact Information and Employment

*\*First Name >*

*\*Last Name >*

*\*Title >*

*\*Institution >*

*Department >*

*\*Street >*

*\*City >*

*\*State/Province >*

*\*Zip/Postcode >*

*\*Country >*

*\*Phone >*

*\*Email >*

*\*Principle Investigator >*

*\*Emergency Contact >*

**For the purpose of setting up your account with Yale, please also provide:**

*\*Institution Type (business, academic, or government) >*

*\*If a business, please specify the type of business >  
(Sole proprietor, C corporation, S corporation, Partnership,  
Trust estate)*

*\*If academic, please specify your academic status >  
(undergraduate, graduate student, post-doc, faculty, staff)*

*\*Your employer's US Federal tax ID (this is the best choice), **or**  
your social security number, **or**  
your employer's international tax ID number >*

*\*Are you a foreign national or resident of another country? >  
If so, please specify the country. >*

## Part II. Memorandum of Understanding

All Users (and their institutions) of the Yale Institute for Nanoscience and Quantum Engineering (YINQE) represent that they have read and understand and agree to the terms of this Memorandum of Understanding, and have asked any questions they may have in reference to this memo or any other information they have received before signing. The User and his/her institution understand that his/her use of the laboratory is controlled by the provisions of the YINQE User Program through which he/she has a project. Laboratory use is provided only for research work in conjunction with the specific project described in the User's currently approved YINQE proposal (see Part VI, below) and may only be accessed during normal business hours (8-5 Monday through Friday, excluding University holidays). The User and his/her institution understand that he/she is not an employee of Yale University and that Yale provides no worker's compensation benefits or other insurance coverage for the User's benefit. The User is deemed to be acting as a representative and employee of his/her institution during work at Yale. All Users will have their own health and accident insurance and the user institution must carry commercial general liability insurance with limits no less than \$1M per occurrence, listing Yale University as additional insured. A certificate of insurance evidencing such coverage must be submitted to YINQE prior to commencement of any activities. Yale University will not be responsible for any medical or other expenses that the User may incur. User shall be responsible for all damages to the YINQE Laboratory Facility and the equipment contained herein, arising out of the User's activities. The User and his/her institution shall release, hold harmless, and indemnify Yale University, its officers, agents and employees from any and all claims, damages, costs (including reasonable attorneys' fees) and liabilities arising out of the User's use of the YINQE Laboratory Facilities other than those which result from the sole and active negligence of Yale University, its officers, agents, or employees.

*\*Institution >*

*\*Officer Name >*

*\*Officer Title >*

*\*Officer Signature>*

*\*Date >*

*\*User Signature >*

*\*Date >*

**(NOTE:** Institutional approval must be by an officer of the institution with appropriate authority, e.g. the Vice President for Research, Dean, or Director; NOT the Principal Investigator.)

### **Part III. User / YINQE Agreement**

By signing below, the User warrants that he/she has been provided with the YINQE Laboratory Usage and Safety Rules (see Part V, below) and has read and understands and agrees to abide by these rules. The user agrees to take any training assessment and subsequent training courses prior to use of the YINQE Laboratory as required by Yale University. While the User will be trained in general chemical safety before being allowed to use chemicals, and in the operation of the particular processing instruments required by his/her work, the User assumes primary responsibility for his/her personal safety. User also warrants that he/she has been trained in the proper use of the equipment. It is expected that the User will operate all instruments and equipment in a safe and professional manner, consistent with the operating instructions and the Laboratory rules. The User represents that his/her knowledge of chemistry and general laboratory practice is advanced enough to permit the safe pursuit of the project in question. The User acknowledges that YINQE is a research enabling center, that the User retains ultimate responsibility for project progress and development, and Yale University does not in any way warrant or assure a particular project result.

User agrees to abide by Yale University's policy requiring all firms with employees requesting a Yale ID and/or who will be on Yale premises for 30 days or more in a calendar year to ensure that these individuals have successfully completed a background check.

Additionally, by signing this agreement, the User agrees to abide by the Yale University Code of Conduct:

<http://catalog.yale.edu/undergraduate-regulations/introduction/>

and to the Yale Information Technology Appropriate Use Policy, found at

<https://your.yale.edu/policies-procedures/policies/1607-information-technology-appropriate-use-policy>

*\*User Signature >*

*\*Date >*

This agreement shall expire 6 months from the date above and may be renewed upon review by a YINQE official.

## **Part IV. Intellectual Property**

Protection of Intellectual Property is important to both our academic and industrial users. YINQE employs a flexible policy, which protects the intellectual property of our users.

### **YINQE Lab use via the User Program**

The Intellectual Property Policy of the facility is simple: Yale University does not make any claim on your intellectual property based solely on your use of the YINQE facility. Effectively, you are merely renting equipment time in the facility. YINQE operates as a user facility. Under normal conditions, work is done by your people using your ideas. YINQE provides access to equipment, and YINQE staff will normally provide equipment instruction and general process support for common open processes. Users need not tell us the details of their processes, design, or process integration, and they need not ask for our assistance in developing intellectual property. However, if you choose to disclose confidential information to YINQE staff or other users you should have no expectation of continued confidentiality. If you ask for YINQE staff assistance in solving a specific problem and that interaction results in new intellectual property, Yale University may have partial claim to that property. In short, as long as you seek only general equipment and process instruction your intellectual property is clear. Note, if you seek the academic expertise and process knowledge of Yale faculty and grad students, you should consider the completely different mode described below:

### **Sponsored Research**

The other method of interacting with Yale is through sponsored research. Companies may establish a sponsored research program with any Yale Faculty member to gain access to that faculty member's (and his students') unique expertise. This is typically a longer-term interaction that does not involve deliverables. These arrangements and the disposition of intellectual property are between the company and the faculty member, as administered through Yale's Office of Grants and Contracts (<http://www.yale.edu/grants/>). YINQE has no part in these arrangements.

## **Part V. Laboratory Associate Appointment Application**

During the term of this Agreement, commencing when and if user receives Laboratory Associate status, Yale agrees that user shall have the privilege of having access to Yale academic resources, as specified by YINQE, from time to time, including access to and the opportunity to use facilities consistent with the objectives of this Agreement and relevant Yale policies.

During the period of user's appointment at Yale, user shall abide by and be subject to all Yale policies, procedures and guidelines applicable to employees of Yale, including training requirements relevant to use of Yale facilities, unless otherwise stated in this Agreement.

## **Part VI. YINQE Laboratory Usage and Safety Rules**

### **1. CHEMICAL SAFETY**

Use of chemicals and in particular the chemical fume hood in Malone 003 requires training in the SEAS Cleanroom (at the user's expense). Any YINQE user who wishes to use chemicals in the YINQE laboratory (Malone Engineering Center, room 003) must complete the chemical safety-training course for the SEAS Cleanroom (in Becton Center), and must be provided with the chemical safety and user manuals for that facility.

### **2. PHYSICAL AND ELECTRICAL SAFETY**

Users of the YINQE laboratory are not authorized to perform any maintenance of any equipment. Users are not to modify, repair or use any of the equipment except as outlined in written instructions. User is to follow all equipment operating instructions and laboratory rules.

### **3. COMMON SENSE**

You are expected to be polite and courteous to all YINQE users. Do not leave a mess. Do not leave samples or personal equipment in the laboratory. Ask for help when equipment breaks. Pay close attention to the rules for equipment reservations. Be sure to complain when others violate the sign-up rules. Do not take equipment out of the lab without permission.

## **Part VI. Project Description**

Describe in detail what specifically you expect to do at YINQE. Be as detailed as possible. Describe specific instruments, materials, processes and dimensions required.



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

YALE

USER

By:

By:

Name:

Name:

Title:

Title:

Office of Sponsored Projects

Date:

Date:

Read and acknowledged:

By:

Name: , \_\_\_\_\_ [Representing Yale University]

Date:

By:

Name: , \_\_\_\_\_ [Representing \_\_\_\_\_]

Date: