

# SMIF Access Form for Non-Duke Users and Organizations

Shared Materials Instrumentation Facility  
Duke University  
Box 90271 \* Durham, NC 27708-0271 \* Fax: 919-660-5491



*Please type or print clearly and return a signed copy to SMIF by fax or mail.*

## A. User Information

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Organization:** \_\_\_\_\_  
**Organization** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**E-Mail:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

*Place a check in the box below that describes your classification:*

Undergraduate Student       Graduate Student       Post-Doc or Research Asst.       Faculty or Staff       Other

*Place a check in the box below that describes your organization's classification:*

University       Non-Profit       Industry

## B. Business Manager or Person to receive invoices:

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
**E-Mail:** \_\_\_\_\_ **Fax:** \_\_\_\_\_  
**Billing Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## C. Faculty Advisor /Supervisor

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
**E-Mail:** \_\_\_\_\_ **Fax:** \_\_\_\_\_  
**Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## D. Other information:

*Please answer the following questions in the space below, or attach a separate page.*

**Research Project:** Provide a brief description of the science/engineering research to be conducted at Duke's Shared Materials Instrumentation Facility (non-confidential information only)

Is the work to be performed funded by a U.S. government contract? If yes, list the contract number and funding agency.

Describe any connections the organization has to Duke University:

## E. Agreement:

This document will serve as an agreement between Duke University, on behalf of its Shared Materials Instrumentation Facility ("SMIF") and \_\_\_\_\_ ("USER"), who is either a non-Duke University student, or an employee of or an independent consultant under contract to \_\_\_\_\_ (the "ORGANIZATION"), regarding the USER's use of the SMIF.

**Laboratory Policy:** The USER agrees to abide by all laboratory policies and certifies that he/she has read the SMIF Lab Safety and Procedures Manual. 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 SMIF community.

**Fees:** The ORGANIZATION acknowledges responsibility for purchases, materials costs and lab fees incurred by the USER in his/her use of SMIF. A listing of the current user fees can be found on the SMIF website at <http://smif.lab.duke.edu/billing.asp>. The ORGANIZATION is responsible for promptly notifying SMIF in writing if a USER ceases to be a student, or employee of, or under contract to the ORGANIZATION and is responsible for all fees and costs by such USER until such time as notice is received by SMIF. Non-payment of fees within 90 days of receipt of invoice by the ORGANIZATION will subject the USER to immediate termination of laboratory access. The ORGANIZATION acknowledges it may be financially liable for equipment or other property damage if it is found to result from gross negligence or violation by the USER of standard SMIF policies and procedures.

**Limits on Use:** The USER acknowledges that SMIF is a community of professional and student researchers. As such, courteous, professional, responsible behavior is required at all times. Access to SMIF will not be permitted until such time as the USER (1) has returned an executed SMIF Agreement Form and (2) has completed the mandatory orientation and safety class and procedures class. Access to SMIF is a privilege and may be revoked, restricted or have conditions placed upon it by Duke at any time and for any reason. Use of SMIF is limited to research and development projects. FABRICATION OF DEVICES OR DEVELOPMENT OF OTHER MATERIALS FOR SALE IS ABSOLUTELY PROHIBITED. A USER'S access to SMIF is contingent upon his or her continuing affiliation with the ORGANIZATION. If the USER's affiliation with the ORGANIZATION ends, his or her access to SMIF will terminate until such time as the USER has a new or renewed affiliation with an ORGANIZATION.

**Research, Intellectual, and Personal Property Rights:** The USER and ORGANIZATION acknowledge ultimate responsibility for their own research and that SMIF does not in any way warrant or assure project success. Proprietary processes with the potential to affect the research of other USERS or the general operation of the lab are not allowed (e.g., no proprietary chemicals may be brought into the lab). SMIF makes no a priori claims to inventions developed in the lab, but also makes no additional provisions, outside of Duke University Policies and Procedures, to protect USER's intellectual property. Ownership of rights in intellectual property resulting from USER's research shall be governed by

the policies of the ORGANIZATION and agreements between USER and the ORGANIZATION. In the case of joint inventions involving employees or students from more than one ORGANIZATION, intellectual property rights will be shared under agreements worked out in each case. The USER and ORGANIZATION further acknowledge responsibility for their personal and intellectual property, which may include devices, masks, wafers, notebooks, and other supplies. SMIF provides limited, unsecured storage as a courtesy, but makes no guarantees against unauthorized access by non-ORGANIZATION individuals. If a USER ceases to be a student or employee of, or under contract to, the ORGANIZATION, or if the relationship between the ORGANIZATION and SMIF is terminated, the ORGANIZATION is then responsible for removing any personal property within 90 days, or it may be dispositioned at the discretion of SMIF Staff.

**Liability:** ORGANIZATION agrees to indemnify, hold harmless and defend DUKE, its officers, employees, and agents, against any and all claims, suits, losses, damages, costs, fees, and expenses asserted by third parties, both government and non government, resulting from or arising out of ORGANIZATION's use of the SMIF facilities. ORGANIZATION shall maintain in force at its sole cost and expense, with reputable insurance companies rated at least "A" in A.M. Best's Key Rating Guide, insurance of a type and in an amount reasonably sufficient to protect against liability hereunder. DUKE shall have the right to request the appropriate certificates of insurance from ORGANIZATION for the purpose of ascertaining the sufficiency of such coverage. The foregoing insurance is to be considered as a minimum requirement and in no way limits the liability of the ORGANIZATION.

**Agreement to Arbitrate:** Disputes relating to the terms and conditions of this AGREEMENT shall be settled by final and binding arbitration in the City of Durham in the State of North Carolina pursuant to the commercial arbitration rules of the American Arbitration Association, in accordance with the following procedures:

- 1) The arbitration tribunal shall consist of three arbitrators. Each party shall nominate in the request for arbitration and the answer thereto one arbitrator and the two arbitrators so named will then jointly appoint third arbitrator as chairman of the arbitration tribunal.
- 2) The decision of the arbitration tribunal shall be final and binding upon the parties hereto.

The USER and the ORGANIZATION warrant that they have fully read and agree with this USER Agreement. USER certifies that he/she has read the SMIF Lab Safety and Procedures Manual.

USER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Authorized Representative of ORGANIZATION (Supervisor or Faculty Advisor)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date