



FACILITIES USE MEMORANDUM OF UNDERSTANDING

Inter UC Campus Use

This Memorandum of Understanding ("MOU") is entered into on this ____ day of _____, 20____, by and between **The Regents of the University of California**, a California public corporation, on behalf of the various lab facilities on campus, listed in Attachment A ("FACILITIES") at the Santa Barbara campus ("UCSB") and, _____ **an employee at The University of California**, _____, ("EMPLOYEE") for the UCSB FACILITIES listed in Attachment A.

In consideration of being permitted to use FACILITIES, EMPLOYEE does hereby affirm and agree to abide by the following Terms and Conditions:

- 1) Use of this MOU is contingent upon the fact that EMPLOYEE is using FACILITIES for official University of California business only. Any such use of FACILITIES for use outside of official University of California business shall be subject to a different Facilities Use Agreement between the parties.
- 2) FACILITIES are subject to the approval of UCSB on an individual basis; each Activity must be pre-arranged with the individual FACILITY. UCSB shall have the right to terminate EMPLOYEE'S use of FACILITIES with 30 days' notice without cause and immediately for cause, including, but not limited to, criminal activities, a breach of the MOU, any conduct that puts people or property at risk, etc. UCSB shall have no liability for loss, damages, or claims incurred by EMPLOYEE in connection with its use of FACILITIES or UCSB'S revocation of permission to use FACILITIES.
- 3) UCSB agrees that the results generated by EMPLOYEE through the use of the FACILITIES under this MOU including, but not limited to, any intellectual property, shall be owned by EMPLOYEE'S UC campus. UCSB shall not assert ownership to any intellectual property developed by EMPLOYEE as an external user of the FACILITIES under this MOU based solely on equipment use. UCSB and EMPLOYEE agree to follow all applicable federal laws relating to any results or intellectual property developed under this MOU. UCSB will not sign or negotiate non-disclosure MOUs.
- 4) UCSB employees will be available to provide generic equipment instruction, safety instructions, materials compatibility information and equipment maintenance. It is not necessary for UCSB employees to receive any of EMPLOYEE's confidential or proprietary information and EMPLOYEE agrees not to provide any confidential or proprietary information to any UCSB employee or student during EMPLOYEE's use of the FACILITIES under this MOU. General process information, without reference to the EMPLOYEE, will be considered information that can be openly shared.
- 5) The FACILITIES are used by multiple internal and external users. EMPLOYEE shall be solely responsible for protecting any information, data or results brought into the facility by EMPLOYEE or developed by EMPLOYEE through the use of the FACILITIES under this MOU. The FACILITIES benefit greatly from the open exchange of ideas. When appropriate, all users are encouraged, but not required, to share information and data, particularly when such information or data relates to any new or improved uses of the equipment and technology housed in the FACILITIES. If EMPLOYEE chooses to share information generated regarding new processes or new or improved uses of the equipment and technology housed in the FACILITIES, all future users may use the information in future projects. UCSB will not share specific device or program details.
- 6) EMPLOYEE acknowledges that UCSB does not have any liability with respect to EMPLOYEE's access, participation or use of the FACILITIES or any loss of information resulting from such participation or use. EMPLOYEE assumes all responsibility for any property (including, but not limited to, any equipment, data, or assets) brought by EMPLOYEE into FACILITIES. UCSB will not be liable for damages, lost or stolen property brought by EMPLOYEE into the FACILITIES.
- 7) EMPLOYEE warrants EMPLOYEE shall bear complete responsibility for their own personal safety, that they shall operate all equipment in a safe and professional manner, in accordance with the operating instructions and UCSB & FACILITIES rules, and that their knowledge of their area of study is adequate to permit the safe pursuit of research work in conjunction with their specific project. EMPLOYEE will follow all lab safety and process/tool compatibility policies and procedures for any FACILITY used by them.
- 8) UCSB shall bear no responsibility for project development or success. EMPLOYEE shall bear complete responsibility for success or failure of project. EMPLOYEE is responsible for payment of FACILITY fees in accordance with the FACILITIES fee structure (see Attachment A). Fees shall be paid in a timely manner, regardless of project outcome.
- 9) EMPLOYEE warrants EMPLOYEE has been provided with, and has read and agree to comply with all training requirements, rules and safety provisions and that EMPLOYEE has asked any questions about FACILITY procedures, policies, rules and/or guidelines and received and understood the answers.

EMPLOYEE: _____
Signature (Date) Phone: _____ Email: _____

Campus Department: _____