

### **RIT SMFL Visitor Agreement**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, between Rochester Institute of Technology, a not for profit institution of higher education organized under the laws of the State of New York whose principal address is One Lomb Memorial Drive, Rochester, New York 14623 (“RIT”) on behalf of the Semiconductor and Fabrication Laboratory (SMFL) and \_\_\_\_\_ whose address is \_\_\_\_\_ (“LAB-USER”).

**Term.** The term of this agreement commences on the date it is executed by the last to sign and shall continue through \_\_\_\_\_, 20\_\_\_\_. Either party may terminate this agreement at any time for failure of the other to comply with its terms and conditions.

**Laboratory Policy:** The LAB-USER agrees to abide by all laboratory policies, as stated in the RIT Semiconductor and Microsystems Fabrication Laboratory (SMFL) Lab-User Orientation and Safety training and in manuals posted throughout the laboratory.

**Fees:** The LAB-USER acknowledges responsibility for purchases, materials costs, and lab fees incurred by the LAB-USER in their use of the SMFL. Usage rates are according to the User Fee Schedule, which is available at the web site listed above. RIT generates an invoice for billing of laboratory fees and expenses every 30 days.

**Limits on Use:** The LAB-USER acknowledges that RIT is a community of professional and student researchers. As such, courteous, professional, and responsible behavior is expected at all times. Access to the SMFL is a privilege and may be revoked by RIT for cause at any time. Use of the SMFL is limited to research and development as described in the LAB-USER’s project. Work outside the scope of the proposal requires an additional project proposal on file with RIT. RIT management must approve chemicals and materials brought into the SMFL for the purpose of the LAB-USER’s research.

**Research and Intellectual Property Rights:** The LAB-USER acknowledges responsibility for its own research and that RIT does not in any way guarantee the success of a project. Proprietary processes with the potential to affect the research of other laboratory users or the general operation of the laboratory are not allowed (e.g., no proprietary chemicals may be brought into the lab). RIT faculty and staff are available to train the LAB-USER in the safe and proper use of the laboratory equipment, assist in the operation and modification of the equipment necessary to meet the LAB-USER’s needs, and provide assistance in process development on the SMFL equipment set. As long as RIT faculty and staff remain limited to these roles, RIT will make no *a priori* claims to inventions developed in the lab by the LAB-USER, but also makes no additional provisions, outside of RIT’s university policies and procedures, to protect the LAB-USER’s intellectual property. Devices, algorithms, software, and other real or intellectual property developed by the LAB-USER during the course of this work remain the property of the LAB-USER in accordance with their own corporate policy. Collaboration between the LAB-USER and RIT staff or faculty is restricted to the plan of work as specified in the project proposal, and approved by the RIT Office of Sponsored Research Services.

**Indemnification:** The LAB-USER acknowledges responsibility for general liability and maintains such health and accident insurance as it may carry for the LAB-USER while he/she is working at the SMFL. The LAB-USER understands that the use of the SMFL may involve exposure to potentially hazardous conditions including, but not limited to, chemical, mechanical, electrical, thermal, and radiation hazards. The LAB-USER shall defend, indemnify and hold harmless RIT, its officers, agents, and employees from any and all claims, damages, costs (including reasonable attorney's fees) and liabilities arising out of the LAB-USER's negligent acts, errors or omissions except claims resulting from the sole and direct negligence of RIT, its officers, agents, or employees.

**Limit of Liability:** RIT provides no warranties against loss of product, experimental results, or other LAB-USER property due to equipment malfunction, and/or the negligence or fault of an RIT faculty or staff member. In the event of such an incident, RIT will refund the tool charges for that process. RIT will not cover the cost of processing services performed at either the SMFL or by an outside vendor. RIT will not refund processing charges prior to the incident.

**General:** This agreement shall be interpreted in accordance with the law of the State of New York. This agreement constitutes the entire agreement of the parties with respect to the matters addressed herein and no modifications of the agreement shall be enforceable unless in writing signed by both RIT and the LAB-USER.

The LAB-USER warrants that they have fully read and agree with this Lab-User agreement.

**LAB User Representative:**  
(has signature authority for this agreement)

**Rochester Institute of Technology:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Lab Users covered by this Agreement**

_____ Signature	_____ Printed Name
_____ Signature	_____ Printed Name
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**SMFL Projects covered by this Agreement – SMFL Use**

Project	Date Added	Date Closed
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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