

University of North Texas
Laboratory Facilities and Equipment Use Agreement

This Agreement is made this ____ day of ____, 200_ ("Effective Date"), between the University of North Texas, located at 1501 Chestnut Street, Denton, Texas 76203 ("UNT"), and _____ located at _____ ("USER"), regarding the use of UNT laboratory facilities and equipment ("Facilities and Equipment"). UNT and USER agree as follows:

1. **Description of Availability for Use.** USER may use those Facilities and Equipment during the times, on the conditions, and for the fees set forth on the attached **UNT Laboratory Facilities and Equipment Schedule and Rates** ("Schedule"), which is made a part of, and incorporated as Attachment A to this Agreement. UNT reserves the right to modify the Schedule on thirty (30) days notice.
2. **Fees.** The fees are set forth on the Schedule. University will invoice USER for payment. All invoices are payable thirty (30) days from receipt of invoice. Payments shall be sent to: Office of Research Services, University of North Texas, P.O. Box 305250, Denton, Texas 76203-5250.
3. **Persons Authorized by USER to Use Facilities and Equipment.** USER acknowledges use of UNT Facilities and Equipment may requires specialized training, skills, or knowledge and certifies and agrees any of USER's authorized personnel shall have the requisite experience to properly use Facilities and Equipment. USER agrees to furnish UNT, upon execution of this Agreement, a list of USER's personnel authorized to use UNT Facilities and Equipment on USER's behalf, which shall be attached hereto as Attachment B, **Persons Authorized by USER to Use Facilities and Equipment**, and incorporated by this reference. USER understands that persons not on such list will not be permitted to use Facilities and Equipment unless USER provides written authorization and an updated list reflecting USER's authorization of such person(s). USER shall ensure that all persons authorized to use Facilities and Equipment shall have reviewed the applicable Laboratory Safety Manual and follow all rules and directions from UNT personnel regarding use of Facilities and Equipment.
4. **Termination.** The term of this Agreement is a period of three (3) years with the exceptions that:
 - a. Either party shall have the right to terminate this Agreement on thirty (30) days written notice to the other; or
 - b. UNT shall have the right to immediately terminate this Agreement and suspend USER's use of Facilities and Equipment in the event that:
 - i. USER's account is more than thirty (30) days past due; or
 - ii. USER fails to comply with any of the conditions or rules contained in the applicable Laboratory Safety Manual or fails to follow all rules and

directions from UNT personnel regarding use of Facilities and Equipment. Such determination shall be in UNT's sole discretion.

5. **Care and Maintenance of Equipment and Facilities.** USER agrees that in the event USER damages any Facilities and Equipment, USER will bear the sole financial responsibility for such damage.
6. **Indemnification.** USER shall also release, indemnify, defend, and hold harmless UNT on demand for, from and against any and all losses, liabilities, suits, judgments, obligations, fines, penalties, claims, costs and expenses (including reasonable attorneys' fees) arising out of USER's use of UNT Facilities and Equipment, including but not limited to, claims relating to products liability, property damage, personal injury, negligence, or death.
7. **Personal Property.** USER, not UNT, is responsible for loss, theft of, or damage to any USER personal property or for any injury to its authorized personnel while located within UNT facilities or on UNT property.
8. **Limitation on Warranties.** UNT hereby expressly disclaims and excludes all Facilities and Equipment warranties. UNT does not guarantee the accuracy of any test results USER may obtain from using Facilities and Equipment.
9. **Limitation on Liability.** UNT shall not under any circumstances be liable to USER or any other party for:
 - a. personal injury or property damage (except to the extent of the intentional, willful or wanton acts of UNT); or
 - b. lost profits, work stoppage, lost data, computer hardware or software damage, failure or malfunction, or any other special, indirect, or consequential damages of any kind.
10. **Compliance with Laws.** USER and their authorized personnel shall not use Facilities and Equipment in any manner contrary to the laws and regulations of the United States of America or any agency thereof, including but not limited to U.S. Department of Commerce Export Administration Regulations, the U.S. Department of State International Traffic in Arms Regulations, and the U.S. Department of Defense Industrial Security Manual for Safeguarding Classified Information.
11. **General Provisions.**
 - a. **Assignment.** USER may not assign any rights or obligation of this Agreement without the prior written consent of UNT. In the event of any assignment, USER shall remain responsible for its performance and that of any assignee under this Agreement. This Agreement shall be binding upon USER, and its successors and assignees, if any. Any assignment attempted in violation of this Agreement shall be void at the sole option of UNT.
 - b. **Force Majeure.** UNT shall not be responsible for any delays or failure to provide access to the Facilities and Equipment due to acts of God, strikes or

other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes of any kind beyond the control of UNT.

- c. Governing Law. This Agreement shall be governed by the laws of the State of Texas.
- d. Entire Agreement. This Agreement (including all attached or referenced addenda, exhibits, and schedules) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. The Agreement cancels, supersedes and revokes all prior negotiation, representation and agreement between the parties, whether oral or written, relating to the subject matter of this Agreement. The terms and conditions of any purchase order or similar document submitted by USER in connection with the services provided under this Agreement shall not be binding upon UNT.
- e. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.
- f. Insurance. At all times during the term of the Agreement USER shall obtain and keep in force comprehensive general and professional liability insurance, including coverage for death, bodily or personal injury, property damage including products liability and automobile coverage, with limits of not less than \$1,000,000 each claim and \$3,000,000 each occurrence. All such certificates evidencing such insurance shall name UNT as an additional insured. USER further represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance and shall provide all such certificates to UNT upon request by UNT.
- g. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service, or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

If to UNT:
Office of Research Services
P.O. Box 305250
1501 Chestnut Street
Denton, Texas 76203-5250
Attn: Kristi Lemmon
Phone: 940-565-3940
Fax: 940-565-4277
Email: lemmon@unt.edu

If to USER:

IN WITNESS WHEREOF, UNT and USER have executed this Agreement on the day and year first above written.

UNIVERSITY OF NORTH TEXAS

By: _____
Andrew M. Harris
Vice President for Finance and
Administration

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

Attachment A

**UNT LABORATORY FACILITIES AND EQUIPMENT
SCHEDULE AND RATES**

Attachment B

**PERSONS AUTHORIZED BY USER
TO USE FACILITIES AND EQUIPMENT**