**COSINC USER AGREEMENT, TERMS AND CONDITIONS**

**[Please read the following Terms and Conditions carefully before booking with any instrumentation within the COSINC Facility]**

This Facility User Agreement is between COSINC administration, University of Colorado, Boulder and the undersigned Lab User (User) and the responsible Principle Investigator (PI), who is either a student, post-doc, faculty member, external visitor or an employee of the University of Colorado. The Principal investigator is identified as the person responsible for payment of the user fees and other related expenses.

Your access to and use of the facility is conditioned on your acceptance and compliance with the following Terms. These Terms apply to all users (internal or external) and others who access or use the COSINC facility. By electronically signing below, you agree to be bound by these Terms when accessing or using the facility.

[a] **Qualifications and Equipment Care**: Prior to using the Equipment and Facilities, User must obtain the necessary training and skills to use the equipment safely, and in the proper manner and for their intended purpose. When using the equipment and facilities, User shall act professionally, and consistent with prevailing industry standards and practices. If you experience any problems while operating the instruments, please notify COSINC facility staff immediately and do not attempt to fix the instrumentation.

[b] **Compliance with Law, COSINC and University of Colorado Policy**: When using the equipment and the facilities, User shall comply with all applicable federal, state and local statutes, regulations, codes, ordinances, as well as all applicable COSINC and University of Colorado policies and procedures.

[c] **Safety**: If applicable, Users have reviewed the COSINC-FAB safety manual and adhere to follow the safety procedures in this document.

[d]**Authorship and Acknowledgements**: If the work that is carried out at COSINC provided data used in any publication (journals, conferences) and/or presentations/seminars, COSINC should be acknowledged. Furthermore, if any COSINC staff members and/or student lab-assistants provide significant experimental design, data interpretation, data collection or any other intellectual or technical contribution, it is expected that these individuals will be coauthors on the publication. (\*example acknowledgement ‘statement’ also posted on the COSINC Facility website (section: User Information), should include the following:

***“This research was supported in part by the Colorado Shared Instrumentation in Nanofabrication and Characterization (COSINC): the COSINC-CHR (Characterization) and/or CONSINC-FAB (Fabrication), College of Engineering & Applied Science, University of Colorado Boulder. The author/(s) would like to acknowledge the support of the staff ( Name/(s)….) and the facility that have made this work possible"***

[e] **Tool usage reporting**: User is responsible for reporting instrument usage time accurately. If User does not comply with this requirement, he/she may lose the facility access after the first warming message. **[Note: instrumentation logs are monitored to verify actual tool usage]**.

[f] **Costs and Expenses**: User shall be responsible and liable for any and all costs and expenses related to User's use of the equipment and facilities. COSINC will determine the costs/expenses for the use of the equipment on a monthly basis, according to time booked on the PPMS system by the user after each session. The selected/approved speed-type will be billed directly through the University of Colorado PeopleSoft Finance system.

[g] **No-show penalty**: If User does not show up and fail to report to the facility within 1 hour of his/her starting time of a session, the facility deletes this booking, and a flat penalty of $50 is charged onto the User's account.

[h] **Damage** **or Loss**: User shall be responsible and liable for any and all costs, expenses or charges that COSINC may incur or assess for the repair or replacement of the equipment and facilities as a result of damage or loss caused by User's intentional or negligent acts or omissions.

[i] **Research, Intellectual, and Personal Property Rights:** The User acknowledges responsibility for his or her own research and that COSINC does not in any way warrant or assure project success. Ownership of rights in intellectual property resulting from User's research shall be governed by the policies of the University of Colorado, Boulder. The User further acknowledges responsibility for their personal and intellectual property. COSINC may provide limited, unsecured storage as a courtesy and makes no guarantees against unauthorized access.

[j] **Term and Termination**: This Agreement shall commence on the start date below, whichever comes later, and shall automatically renew on July 1 of each year unless previously terminated. COSINC may terminate this Agreement by giving the User and PI thirty (30) days prior written notice. COSINC may terminate the agreement by giving ten (10) days’ notice in the event of (i) failure to timely pay charges as noted above; or (ii) violation of rules or operating procedures established in the “COSINC-FAB Safety Manual”, wherever applicable. In the event of such termination, the PI will only be liable for facility use costs incurred up to the date of termination. No use of the COSINC facility shall extend beyond the termination of this Agreement without prior written approval of COSINC administration. If a User’s access to the facilities is terminated, the User and/or PI are then responsible for removing any personal property within sixty (60) days, or it may be disposed of at the discretion of COSINC Staff.

[k] **Dispute Resolution**: The facility managers are responsible for continued operation of the facilities. If at any time a user feels unfairly treated by a staff member or that their access was wrongly terminated, they should discuss the situation with the facility manager. The sequence of appeals is from the laboratory manager to the COSINC Director and to the DEAN. The User, the supervising PI and corporate user warrant that they have fully read and agree with this Agreement. The User certifies that s/he has read, understands and will abide by all the terms in this User Agreement, and the PI agrees to be responsible for charges incurred

I have read and understand the provisions of this Agreement, and I agree to use the equipment and facilities for the Research on the Schedule, upon and subject to the provisions hereof. By making an online reservation, you are agreeing to the terms of this document.[[1]](#footnote-1)

**User Principal Investigator (PI)**

Signature: Signature:

Printed Name: Printed Name:

Date: Date:

1. COSINC User Agreement\_v1, 20191 [↑](#footnote-ref-1)