

AGREEMENT FOR ACCESS TO THE UC IRVINE, FABWORKS FACILITY

This agreement is between the Regents of the University of California, a California constitutional corporation, on behalf of the University of California, FABWorks facility (hereinafter "University") and (hereinafter, USER).

This agreement covers access to the FABWorks facility at 2302 CalIT2 Building; it does not provide access to any other University laboratories or facilities. Nothing in this Agreement guarantees availability or access to these facilities and any such use will be secondary to University needs as determined solely by the University.

1. Safety:
Safety procedures must be followed at all times and all USERS. Failure to follow safety procedures or requests from campus authorities may result in loss of access to the facility.
2. The following attachments are incorporated by reference as a part of the agreement:
 - a: Waiver / Release Agreement
 - b: Safety Briefing
3. Rate Schedule:
Rates shall be charge at the current Rate Schedule as posted at:
<http://fabworks.eng.uci.edu/rates> any services or equipment not listed will be charged as quoted and may only be used with special permission.
4. Period of Performance:
This contract shall commence on _____ and will terminate on _____.
5. Training Fees and Equipment Fees:
These fees together with billing policies are listed in detail at <http://fabworks.eng.uci.edu/rates> these Fees are charged on an hourly basis. Equipment Fees are based on hourly usage and have associated minimums. Refer to Current Rate Schedule for rates and fees all rates and fees are subject to changed, additional costs may be associated with consumables or items that have not been identified.
6. Payment Schedule:
User will be invoiced on completion of the project with all charges due and payable at that time. Checks are to be made payable to "UC Regents" and are to be drawn from a bank located in the United States of America. Credit card payments will also be accepted.
7. Equipment Rules and training:
Every user must receive adequate proper training from FABWorks staff for each function of any equipment prior to use this function. Only equipment listed on the rate sheet may be utilized without special authorization. All policies and procedures, including training requirements shall be completed by each user prior to any use. Users are responsible for obeying all safety rules, completing and documenting training and wearing appropriate Personal Protective Equipment at all times. USER shall ensure that their personnel are

adequately trained and protected based upon the nature of the work and the equipment being used by them or others nearby.

8. Chemical Compliance:

Any chemicals or hazardous materials to be brought into the lab must be approved in advance by the lab manager and be accompanied by an appropriate MSDS sheet.

9. Materials:

User is to Provide:

Any Personal Protective Equipment required and feedstock they would like to utilize in the facility with the exception of 3D printer filament and DLP resin which will be provided by FABWorks and billed accordingly. All feedstock utilized in the FABWorks facility must be inspected and approved by FABWorks staff.

10. Other Costs:

Miscellaneous Materials:

Additional materials provided by UCI to be billed at current UCI rate.

11. Personal Property and Liability Waiver:

User is solely responsible for their personal property. All personnel must sign a liability waiver prior to entry. UCI shall have no responsibility for injury or damages to USER unless caused by the gross negligence or intentional acts of UCI.

12. Indemnification:

User shall defend, indemnify and hold harmless University, its officers, employee, and agents from and against any and all liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement and the acts and omissions of themselves, their employees officers and agents and invitees, excepting only those claims their employee officers and agents and invitees, excepting only those claims and injuries resulting from the sole or gross negligence of University.

13. Insurance:

The University retains the right to require insurance from USERS at its sole and absolute discretion. Such requirements may be imposed at any time and may be based upon but not limited to: Type of work, equipment utilized, chemicals used, or any potentially hazardous activity.

14. Compliance with Applicable Laws and Regulations:

(1.) Users agree to comply with all federal, state and local laws, rules, regulations, and ordinances (EPA, OSHA, CALOSHA, AQMD, etc.) that are now or may, in the future, become applicable to User and/ or University.

(2.) Export Controls: User warrants that any and all of its activities (including access to the facility) under this Agreement comply with all U.S. export control laws and regulations. Company shall notify University in writing to exportcontrol@research.uci.edu, if any technology or data restricted under the

International Traffic Arms Regulations (ITAR) (22 CFR 120-130) or the Export Administration Regulations (EAR) (15 CFR 730-774) is to be provided to University under this Agreement, or it data, material or items that Company is requesting University to produce during the course of work under this Agreement is expected to be ITAR or EAR restricted technology, data and items to tasks requiring production of such.

15. Governing Law:

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

16. Dates and Times of Hours of Lab Use:

- a. The laboratory is generally available for use from 9am to 5pm Monday through Friday, during those days when the University is open. All usage must be scheduled in advance, and may be subject to change. Access outside these hours may be possible by special agreement.
- b. The laboratory will be closed during periods of University shutdown. Access may be available by special arrangement (e.g., with supervision of a faculty member or by obtaining a special permit).

17. Termination of Agreement:

- a. This agreement can be canceled, without clause, with 30 days written notice by either party. Payment and indemnification obligations shall survive termination.
- b. This agreement may be terminated immediately by the University, and/ or User employees may be barred from the laboratory if in the sole opinion of the University there is good cause including but not limited to unsafe practices, unprofessional behavior (for example, harassment, defacing the work of others) and failure to comply.

Acknowledged and Accepted by: Company Individual

Name:

Signature:

Date:

University of California, Irvine:

Ken Walsh, Sr. Asst. Dean & Chief of Staff
The Samueli School of Engineering

Date: