**Research Facilities/Equipment Use Agreement**

**The University of Montana and \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Agreement is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("USER") and the University of Montana ("UM"), concerning the use of the following UM facilities/equipment.

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| USER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| UM Facilities/Equipment to be used: | (enter location and description) e.g. CP314 (Microbiology Lab). One 5’ x 12’ bench station including access to one sink; 25% use on annual average. |
| Monthly Rental Amount: | (enter monthly fee) e.g. ($60 sq. ft. @ $20/sq.ft.) = $25.00 monthly |
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In consideration for permission to use this equipment, the USER agrees to comply with the following terms and conditions:

1. This Agreement shall become effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ and will remain in effect until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_. Either party may terminate this Agreement upon 30 days written notice to the other. UM reserves the right to immediately terminate the Agreement and suspend USER’s use of the facilities and equipment if USER fails to comply with Lab Safety Manuals; fails to follow all rules and directions of UM personnel regarding the use of the facilities and equipment; or fails to timely pay the monthly rent.
2. The USER will pay the following monthly rate for the use of the facilities/equipment: $\_\_\_\_\_\_\_\_\_.  
   Payment will be made to the Vice President for Operations and Finance, University Hall 129, Missoula, MT 59812, in advance and no later than the 1st day of each month.
3. The USER certifies that USER has adequate and appropriate training, skills and knowledge required to use the specialized facilities/equipment noted above.

4. The USER will reimburse UM for any and all damages caused to the facilities/equipment.

5. The USER agrees to reimburse UM for any damage, clean-up or hazardous waste related expenses, including disposal, shipping, damages, and or penalties, caused by or imposed as a result of its use.

6. USER agrees to provide UM a list of USER’s personnel authorized to use UM facilities and equipment on USER’s behalf (incorporated by reference). No other personnel are permitted.

7. The parties agree that the USER, its agents and employees are not agents or employees of UM. The USER will be solely responsible and will assume full responsibility for the actions and omissions of its agents and employees when using UM equipment. As an independent contractor, USER is solely responsible for worker's compensation coverage of its employees.

8. The USER assumes all responsibility and liability for the requested use and agrees to defend, indemnify and hold UM harmless from any and all loss, damage or injury to any person or property arising from USER’s use of the facilities/equipment.

9. The USER agrees to obtain, at its own expense, comprehensive general liability insurance, with combined single limits for bodily injury, death and personal property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year. The USER will provide UM with proof of such insurance at the time of entering into this Agreement, and will name UM as an additional insured.

10. The USER will comply with any state, federal or university regulations pertaining to the use of hazardous materials, controlled substances, animals or genetically altered materials and will defend, indemnify and hold UM harmless from any damages, penalties or other claims made as a result of the USER's failure to comply. The USER certifies that the planned use of the UM Facilities (*check one*):

\_\_\_\_\_DOES (*approved control plan or approved AUP must be attached to the Agreement*); or

\_\_\_\_ DOES NOT include the use of hazardous materials, controlled substances, animals or genetically altered materials.

11. The USER will comply with all University regulations and the following special conditions imposed by the University: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

12. The USER will be solely responsible for its activities while using University facilities/equipment and agrees to use the equipment at its own risk. UM makes no warranties or guaranties regarding the suitability for a particular purpose or the accuracy of the equipment to be used under this agreement. UM shall have no liability for any damages resulting from the use of the equipment or facilities by the USER.

13. UM hereby expressly disclaims and excludes all Facilities and Equipment warranties. UM does not guarantee the accuracy of any test results USER may obtain from using Facilities and Equipment.

14. General Provisions.

a. USER may not assign any rights or obligation of this Agreement. Any assignment attempted in violation of this Agreement shall be void.

b. UM shall not be responsible for delays or failure to provide access to the Facilities and Equipment due to acts of God, strikes or other disturbances, war, insurrection, embargos, governmental restrictions, acts of governments or governmental authorities, or other causes of any kind beyond the control of UM.

c. This Agreement shall be governed by the laws of Montana.

d. This Agreement (including all attached or referenced 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. 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.

e. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered by facsimilie or electronic mail, or by a recognized overnight courier service, or by United States mail, first-class, certified or registered, postage paid, 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.

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| If to UM: | If to USER: |
| Director of Technology Transfer | By: |
| Office of Research and Creative Scholarship | Name: |
| The University of Montana | Address: |
| Missoula, MT 59812 | Address: |
| Claudia.eccles@umontana.edu | E-mail: |
|  |  |

IN WITNESS WHEREOF, UM and USER have executed this Agreement on the day and year written below.

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| **THE UNIVERSITY OF MONTANA** | **USER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Department Head: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Claudia D. Eccles  Assistant Vice President for Research Compliance |  |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

AGREEMENT INVALID UNLESS SIGNED BY ALL PARTIES LISTED ABOVE