

# UC Santa Barbara FACILITIES USE AGREEMENT

between *INSTITUTION* and *UNIVERSITY* of CALIFORNIA

This Agreement is entered into on this \_\_\_ day of \_\_\_\_\_, 2015, by and between **The Regents of the University of California**, a California public corporation ("*UNIVERSITY*"), on behalf of the various lab facilities on campus, listed in Attachment A ("*FACILITIES*") at the Santa Barbara campus and, \_\_\_\_\_, an institution, individual, or company ("*INSTITUTION*") & its employee(s) ("*User(s)*"), for the use of the *UNIVERSITY FACILITIES* listed in Attachment A. In consideration of being permitted to use *UNIVERSITY* facilities, *INSTITUTION* and *User(s)* do hereby affirm and agree to abide by the following Terms and Conditions:

- 1) Use of *UNIVERSITY* facilities shall be for the period of one (1) year following execution, and shall extend automatically for successive 12 month terms unless either party terminates with written notice at least 30 days before the Renewal Date of any term. Use of *UNIVERSITY* facilities are subject to the approval of *UNIVERSITY* on an individual basis; each Activity must be pre-arranged with the individual Lab. *UNIVERSITY* shall have the right to terminate *INSTITUTION'S* use of facilities with 30 days notice without cause and immediately for cause, including, but not limited to, criminal activities, a breach of the Agreement, any conduct that puts people or property at risk, etc. *UNIVERSITY* shall have no liability for loss, damages, or claims incurred by *INSTITUTION* in connection with its use of facilities or *UNIVERSITY'S* revocation of permission to use facilities.
- 2) Users are not employees, agents or representatives of *UNIVERSITY*. Users are acting solely as representatives and/or employees of their *INSTITUTION* while working in *UNIVERSITY* facilities. *UNIVERSITY* shall not provide Worker's Compensation or Liability Insurance for any *User's* benefit. *UNIVERSITY* shall not be responsible for any medical expenses or liabilities that *INSTITUTION* or *Users* may incur. *INSTITUTION* shall carry General Liability Insurance with minimum limits of \$1 million per occurrence and \$2 million general aggregate and Workers Compensation insurance that covers *Users*. Prior to and as a condition of the use of the facilities, *INSTITUTION* shall name The Regents of the University of California as an additional insured on *INSTITUTION'S* general liability policy and provide a certificate of insurance demonstrating that *INSTITUTION* maintains the required insurance and a copy of the additional insured endorsement naming The Regents of the University of California as an additional insured. The name of the Certificate Holder shall be The Regents of the University of California, Procurement Services, SAASB Bldg., Rm. 3203, Santa Barbara, CA 93106-1150.
- 3) UCSB agrees that the results generated by *INSTITUTION* through the use of the *FACILITIES* under this agreement including, but not limited to, any intellectual property, shall be owned by *INSTITUTION*. UCSB shall not assert ownership to any intellectual property developed by *INSTITUTION* as an external user of the *FACILITIES* under this Agreement based solely on equipment use. UCSB and *INSTITUTION* agree to follow all applicable federal laws relating to any results or intellectual property developed under this Agreement. UCSB will not sign or negotiate non-disclosure agreements.
- 4) UCSB employees will be available to provide generic equipment instruction, safety instructions, materials compatibility information and equipment maintenance. It is not necessary for UCSB employees to receive any of *INSTITUTION'S* confidential or proprietary information and *INSTITUTION* agrees not to provide any confidential or proprietary information to any UCSB employee or student during *INSTITUTION'S* use of the *FACILITIES* under this Agreement. General process information, without reference to the institution, will be considered information that can be openly shared.
- 5) The *FACILITIES* are used by multiple internal and external users. *INSTITUTION* shall be solely responsible for protecting any information, data or results brought into the facility by *INSTITUTION* or developed by *INSTITUTION* through the use of the *FACILITIES* under this Agreement. The *FACILITIES* benefit greatly from the open exchange of ideas. When appropriate, all users are encouraged, but not required, to share information and data, particularly when such information or data relates to any new or improved uses of the equipment and technology housed in the *FACILITIES*. If *INSTITUTION* chooses to share information generated regarding new processes or new or improved uses of the equipment and technology housed in the *FACILITIES*, all future users may use the information in future projects. UCSB will not share specific device or program details.
- 6) *INSTITUTION* acknowledges that UCSB does not have any liability with respect to *INSTITUTION'S* access, participation or use of the *FACILITIES* or any loss of information resulting from such participation or use. *INSTITUTION* assumes all responsibility for any property (including, but not limited to, any equipment, data, or assets) brought by *INSTITUTION* into *FACILITIES*. UCSB will not be liable for damages, lost or stolen property brought by *INSTITUTION* into the *FACILITIES*.
- 7) *INSTITUTION* warrants that *Users* shall bear complete responsibility for their own personal safety, that they shall operate all equipment in a safe and professional manner, in accordance with the operating instructions and *UNIVERSITY & FACILITIES* rules, and that their knowledge of their area of study is adequate to permit the safe pursuit of research work in conjunction with their specific project. All *Users* and *INSTITUTIONS* will follow all lab safety and process/tool compatibility policies and procedures for any *FACILITY* used by them.
- 8) *UNIVERSITY* shall bear no responsibility for project development or success. *INSTITUTION* shall bear complete responsibility for success or failure of project. *INSTITUTION* is responsible for payment of facility fees in accordance with the *FACILITIES* fee structure (see Attachment A). Fees shall be paid in a timely manner, regardless of project outcome.
- 9) *INSTITUTION* shall immediately defend, protect, indemnify and hold *UNIVERSITY*, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or in any way connected with this Agreement, including, without limitation, claims for loss or damage to any property, or for death or injury to any person or persons with the exception of those liabilities, losses, expenses, attorney's fees or claims for injury and damages arising from the sole negligence of the *UNIVERSITY*, its officers, agents, or employees.
- 10) *INSTITUTION* warrants that *Users* have been provided with, and have read and agree to comply with all training requirements, rules and safety provisions and that *Users* have asked any questions that they may have about facility procedures, policies, rules and/or guidelines and received and understood the answers to their questions.
- 11) *INSTITUTION* shall have its *User(s)* complete and sign the UC Waiver of Liability, as shown on Attachment B, (prior to the use of *UNIVERSITY* facilities, and *INSTITUTION* shall submit the signed Waiver(s) to UCSB Procurement Services prior to use.

*INSTITUTION* represents that it has read and agrees to the terms and conditions of this Agreement, and that *INSTITUTION* has asked any questions that it may have about this Agreement or any other information it has been provided before signing this Agreement. An *INSTITUTION* officer with signature authority must sign this Agreement.

**INSTITUTION:** \_\_\_\_\_ Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Officer's Name and Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

Calli Price, Procurement Manager; UCSB Business & Financial Services \_\_\_\_\_ Date

## University of California Insurance Requirements for Facility Users

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Prior to using University facilities, Facility Users must furnish to the University a current certificate of insurance that shows the following minimum coverages and meets the following conditions:

If the required certificate of insurance is not received and approved prior to the Facility User's intended use of facility, Facility User shall not be allowed to use University facilities.

### A. Commercial Form General Liability:

- |  |             |
|--|-------------|
| 1. Combined Single Limit Per Occurrence              | \$1,000,000 |
| 2. General Aggregate, Bodily Injury, Property Damage | \$2,000,000 |

**The Regents of the University of California must be named as an additional insured on the General Liability policy.**

### B. Workers' Compensation: as required under California State Law.

The CERTIFICATE HOLDER shall be identified as follows:

The Regents of the University of California  
Procurement Services  
3203 SAASB  
Santa Barbara, CA 93106-1150

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The certificate can be faxed, emailed or sent to the above address:

Email: [karen.jeffers@bfs.ucsb.edu](mailto:karen.jeffers@bfs.ucsb.edu)

Fax: (805) 893-8639



# Waiver of Liability, Assumption of Risk & Indemnity Agreement

(Company Name)	UCSB Multi-User Lab Facility Use		
Department	Class/Activity		

**Waiver:** In consideration of being permitted to participate in any way in

any and all activities and/or projects performed, completed or not, engaged in, participated in, undertaken, or observed in University of California facilities as permitted or not by any and all Facilities Use Agreement(s) that have allowed access to University facilities, whether or not all of the terms and conditions of such Facilities Use Agreement(s) have been complied with,

hereinafter called "The Activity", I, for myself, my heirs, personal representative or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Regents of the University of California, its officers, employees, and agents from liability **from any and all claims** resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in The Activity.

**Assumption of Risks:** Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent** in The Activity. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD The Regents of the University of California HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

_____ Signature of Participant	_____ Print Name of Participant	_____ Date	_____ Age (if Minor)
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_____ Signature of Parent/Guardian of Participant if Minor	_____ Print Name of Parent/Guardian of Participant if Minor	_____ Date
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**UC SANTA BARBARA  
Non-UCSB USER LABORATORY SAFETY TRAINING FORM**

Form K

This form is required for all non-UCSB clients, including industrial users and users from other Universities, working in UCSB laboratory facilities and using UCSB lab equipment.

User Name:	Company:
Job Title:	Email/Phone:

All users of UCSB Facilities must understand and comply with the following. Check each to indicate that you understand, and agree to comply.

Everyone working in UCSB Laboratory Facilities is required to work in a safe and professional manner and to follow standard prudent laboratory practice.

In any emergency where there is injury to any person or threat to any structures, call 911 first and then notify the Department Safety Representative (DSR). Know who the DSR is for each shared facility you use & how to contact them.

Any time the building fire alarm sounds, everyone in the building must evacuate the building immediately.

During a significant earthquake, everyone in the building should stand in door frames or take cover under desks until the quake is over. Then quickly leave the building.

Smoking is not allowed anywhere on the UCSB campus.

Know the Hazard Assessment of each facility/lab space you are authorized to use. Do not enter any facility/lab space that you have not been authorized to use.

All required Personal Protective Equipment (PPE) must be worn at all times while in the shared facilities and labs. You can consult the lab-specific Chemical Hygiene Plan (CHP) and Hazard Assessment for the required PPE. You may be required to bring or to purchase your own if the facility doesn't have enough extras.

Everyone has the right and obligation to report any unsafe situation at UC. Such reports may be made directly to the supervisor or anonymously to the DSR or alternate. A Hazard Reporting Form should be completed, and is located here: <http://ehs.ucsb.edu/units/iipp/iipprsc/IIPPforms/hazrptform.pdf>

**Everyone performing any lab work is required to take the UCSB class "Fundamentals of Laboratory Safety" BEFORE starting work in the lab.** You will need a UCSBnetID to complete either the in-person or online training option, see next page for Instructions.

Note: additional lab-specific or instrument-specific training may be required for each Laboratory.

IMPORTANT: This form is NOT complete without proof of completion of the Fundamentals of Laboratory Safety Training.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## UCSBnetID & Training Instructions

1. Email the following information, individually by user, or in aggregate, to [contracts@bfs.ucsb.edu](mailto:contracts@bfs.ucsb.edu).\*
  - First Name:
  - Last Name:
  - Birthdate:
  - E-Mail Address:
  - Make sure the Subject line reads: UCSBnetID request
2. The Contracts team will send each user a unique “Annex Locator” token. Be sure to save the Annex Locator tokens, as they may be needed for future Identity Manager sessions.
3. Once you receive the Annex Locator token, navigate to the Identity Manager: <https://secure.identity.ucsb.edu/manager/> and choose “An Affiliate of the University” and sign-in using your Annex Locator.
4. Once signed-in, you will need to enter a password and security questions.

### Once you have a UCSBnetID and Password:

1. Email the following information to Environmental Health & Safety (EH&S) to request setup for Learning Center access at [ehstraining@ehs.ucsb.edu](mailto:ehstraining@ehs.ucsb.edu).\*
  - Full Name:
  - UCSBnetID
  - Status: Contract Affiliate
  - Sponsoring Dept: Procurement
  - Sponsor: Calli Price
  - Make sure the Subject line reads: LS01/60 request
2. EH&S will respond once your profile is setup. Access the Learning Center at: <http://learningcenter.ucsb.edu>  
Login under the **Non-employee** section. For assistance, you can email [info@learningcenter.ucsb.edu](mailto:info@learningcenter.ucsb.edu).
3. To find the course, use the “Search” function by entering “LS01” or “LS60”. A description of the courses are below. Enroll and take training and quiz.

**Live Laboratory Safety Class: *Fundamentals of Laboratory Safety (LS01)*** - 3 hour class and includes hands-on fire extinguisher training. All lab workers are welcome to attend this more in-depth class. Live class is offered at various times/places.

**Online Training: *Fundamentals of Laboratory Safety (LS60)*** - Any lab worker may take either the on-line version (LS60), or the above live version (LS01). Complete the online training on the UC Learning Center (UCLC) following the instructions below. Note: some PIs/departments require their workers to take online training until the next live class is offered.

4. Email the Certificate of Completion page from the UC Learning Center once you’ve finished, and the first page of this form to: [calli.price@bfs.ucsb.edu](mailto:calli.price@bfs.ucsb.edu)

\* A final response may take 1-2 business days.