



# USC University of Southern California

## RESEARCH AND INNOVATION

### Access Agreement

This core facilities access agreement ("**Agreement**"), effective as of [effective date] ("**Effective Date**"), is by and between University of Southern California, a California nonprofit public benefit corporation ("**University**"), and [Company Name] ("**Company**"), a [jurisdiction name] [entity type] having a principal place of business at [address]. "**Party**" hereinafter refers to each party individually and "**Parties**" refers to the parties collectively.

### Background

1. University has core facility recharge centers with published rates (collectively, "**Core Facility Infrastructure Commons**").
2. [Shared User Facility Name] ("**Shared User Facility**") is a Core Facility with facilities and instruments (the "**Equipment**"), and University provides non-University parties access to such facilities, under certain circumstances and when such access is consistent with University's educational, research, and public service activities.
3. Company would like University to provide Access to Shared User Facility as set forth in this Agreement.

The Parties hereby agree upon the foregoing recitals that are incorporated into this Agreement and the Parties further hereby agree as follows:

### Agreement

#### 1. Definitions

- 1.1. Certain Definitions. All capitalized terms not otherwise defined herein will have their following respective meanings:

"**Affiliate**" means, with respect any Person, any Person directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with that Person, as applicable. The term "control," as used in the preceding sentence, shall mean owning or holding, directly or indirectly, more than fifty percent (50%) of the voting rights with respect to a Person, or having the power, by contract or law, to direct or cause the direction of the management and policies of the controlled Person.

"**Copyrightable Material**" means any material or other property that is or may be copyrightable or otherwise protectable under Title 17 of the United States Code.

"**Derivative Work**" has the meaning set forth in Section 101 of the Copyright Laws of United States.

"**Intellectual Property**" means Inventions, Copyrightable Material, expressions of ideas, discoveries, devices, data, mechanisms, substances, works, trade secrets, know-how, mask works, internet domains, websites, hashtags, formulae and methods, materials, audiovisual works,

photographs, video, sketches, designs, art, drawings, text, logos, catch-phrases, pictorial, graphic, and sculptural works, literary works, architectural works, images, sounds, scripts or other literary materials, music, lyrics, phonorecords, trademarks, service marks, computer programs, source code, object code, algorithms, schematics, compilations, including improvements, whether or not protected by patent, copyright, trademark or other Intellectual Property Rights.

**“Intellectual Property Rights”** means any and all (i) copyrights and other rights associated with works of authorship throughout the universe, including neighboring rights, moral rights, and mask works, (ii) trade secrets, know-how and other confidential information, (iii) patents, patent disclosures and all rights in Inventions (whether patentable or not), (iv) trademarks, service marks, trade names, internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues of any of the foregoing now or hereafter in effect.

**“Invention”** means any discovery that is or may be patentable or otherwise protectable under Title 35 of the United States Code or the Intellectual Property laws, regulations, or treaties of any other nation enacted, adopted, promulgated, or applied by a governmental authority.

**“Person”** means any individual, corporation, governmental authority (or agency or political subdivision thereof), limited liability company, partnership, trust, firm, limited liability partnership, limited partnership, unincorporated association or other entity.

- 1.2. **Terms Generally.** All definitions will apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. Unless the context requires otherwise, the words “include,” “includes” and “including” will be deemed to be followed by the phrase “without limitation”. Unless expressly stated otherwise, all references to any Section, SOW, or Exhibit will be a reference to that Section, SOW, or Exhibit of this Agreement.

## 2. Access

University will allow Company to access the Shared User Facility subject to the following:

- 2.1. **Company Access to Shared User Facility:** University will allow Company to access the Shared User Facility for the sole purpose, and in the manner specified, including the Equipment specified, in the attached and incorporated **SCHEDULE A (“Access”)**. Access will not include sponsored research undertaken by University for Company, or collaborative research conducted by University with Company.

### 2.2. Company Users

To the extent Access involves Company's personnel having access to facilities and/or use of Equipment, whether on-site or remotely (each such person, a **“Company User”**), each Company User is subject to the following:

- a. Company User must enter into a three-party Core Facility Company User Agreement among University, Company and Company User, in a form substantially the same as the attached **SCHEDULE D**.

- b. University will require Company User to be individually certified by University before Company User can Access the Shared User Facility.
- c. Company will require Company User to be properly trained in Shared User Facility procedures, safety, and Equipment operations by completing Shared User Facility orientations, and pass any required University safety exam before Company User can Access the Shared User Facility under SCHEDULE A.
- d. The Parties agree that while University staff of Shared User Facility will make reasonable efforts to provide training to Company User (as applicable), the ultimate responsibility for safe Access to Shared User Facility is the responsibility of Company and Company User.
- e. During any time in which Company User has Access to the Shared User Facility, Company shall ensure that its Company User shall comply with all of University's safety procedures including any University COVID-19 protocols. Company and its Company User shall at all times keep University's Shared User Facility free from accumulations of waste material or rubbish. Company shall be responsible for all damages to Equipment, Shared User Facility, or University property beyond normal wear and tear that occurs arising out of the acts or omissions of Company User. Company shall take proper safety precautions to protect the Equipment, Company User, University's personnel, the public and the property of others. Company or its Company User shall not use, or knowingly permit any other Person who is under its direction to use any part of University's premises or the Shared User Facility for any purpose.
- f. Company agrees that it has fully inspected the Equipment and that the Equipment is in good condition and repair. Company and its Company User shall not, except has been authorized by University:
  - (i) make any alterations, additions, or improvements to any Equipment or software that may be included in the Access to the Shared Use Facility except additions that: do not impair the value or performance of the Equipment, are readily removable without damage to the Equipment, or result in an encumbrance on the Equipment;
  - (ii) employ any unauthorized attachments or accessories in connection with the Equipment;
  - (iii) use the Equipment for any purpose other than its intended use;
  - (iv) use a version of any operating system or other software in connection with the Equipment other than the current version; or
  - (v) perform any Equipment repairs, use any consumables, or act in any way that would void or impair any Equipment warranties or maintenance agreement.

**2.3. Company Responsible for Compliance with Laws and Regulations:** Company agrees that it is solely responsible for full compliance with any legal and regulatory requirements and the terms and conditions of any funding source pertaining to its Access to Shared User Facility. Company represents and warrants that it has acted and will act in full compliance with all applicable laws, regulations, and the terms and conditions of any funding source pertaining to its Access to Shared User Facility.

### 3. Property Rights

- 3.1. Exception to University Patent Policy to allow for Company ownership of Company Inventions:** The Parties agree that the University Patent Policy requires non-University personnel to sign an Intellectual Property agreement as a condition of utilizing University research facilities, and such agreement requires visitors to disclose and assign to the University all rights in Inventions developed during their use of University research facilities. The University has approved an exception to the University Patent Policy to permit Company to own Company Inventions as defined below.
- 3.2. Company Inventions:** Subject to Section 4, the following Inventions shall be owned by Company and are "**Company Inventions**":
- a. any new Invention or discovery conceived solely by Company prior to the Effective Date and first actually reduced to practice solely by Company Users in the performance of Access to Shared User Facility;
  - b. any new Invention or discovery conceived solely by Company Users in the performance of Access to Shared User Facility and first actually reduced to practice solely by Company after the Effective Date and without the use of University facilities or resources; and
  - c. any new Invention or discovery conceived and first actually reduced to practice solely by Company in the performance of the Access to Shared User Facility.

Company will ensure that Company Users do not conduct any activities beyond the scope of the permitted Access. Inventions made outside of the scope of the permitted Access are subject to University's Patent Policy and University's obligations to external sponsors as deemed appropriate in the University's sole discretion.

- 3.3. Data and Materials:** Subject to Section 4, Company owns the data and material generated by Company Users in the conduct of the permitted Access. Unless otherwise agreed in writing by the Parties, University will not use such data and materials.
- 3.4. University Intellectual Property:** Company agrees that this Agreement does not, by implication or estoppel or otherwise, grant Company any right, title or interest in or to any Intellectual Property owned by University or in any Intellectual Property Rights therein.

### 4. Payments

Company will pay University the fees in accordance with the terms set forth in the attached **SCHEDULE B** which is incorporated as part of this Agreement ("**Agreement Fees**"). The Parties expressly acknowledge and agree that any compensation being paid pursuant to this Agreement was negotiated by the Parties as part of a commercially reasonable, arms-length transaction, is believed by both Parties to be fair market value for the Access to the Share User Facility and the use of any Equipment, and did not take into account or otherwise consider the value or volume of patient referrals. The Parties further agree that no part of any such compensation is intended to induce either Party to refer patients or other business to the other Party or any Affiliate thereof.

### 5. Insurance

Company agrees to keep in full force and effect during the term of Agreement, at the expense of Company, insurance ("**Insurance**") as follows:

**5.1. Liability:** Commercial Form General Liability Insurance with minimum limits as follows:

- Each Occurrence: \$1,000,000
- Products/Completed Operations Aggregate: \$3,000,000
- Personal and Advertising Injury: \$1,000,000
- General Aggregate: \$3,000,000

**5.2. Workers' Compensation:** Proof of Workers' Compensation with statutory limits as required by law. If Company is self-insured for Workers' Compensation, Company shall maintain a certified copy of the "Certificate of Consent to Self-Insure" required by California Labor Code Section 3700 et seq. and comply with the regulations promulgated thereunder.

**5.3. Auto:** If a Company User or representative of Company will be driving on University property, then Business Automobile Insurance with coverage of \$1,000,000 per occurrence.

**5.4. Named:** University will be named as additional insured on the General Liability and, if applicable, Business Automobile Insurance of Company.

**5.5. Claims-form:** If the Insurance is written in a claims-form, it will continue for three (3) years following termination of Agreement.

**5.6. Certificate:** Upon execution of Agreement, and before any work may commence in Shared User Facility by Company Users, Company will furnish University with a Certificate of Insurance ("**Certificate of Insurance**") evidencing compliance with the Insurance provisions of Agreement and requiring thirty (30) days advance written notice to the University of any modification, change, or cancellation with respect to the Insurance.

**5.7. Not a Limit:** Compliance with the Insurance requirements of Agreement will not be construed to limit the liability of Company.

## **6. Indemnification**

Company agrees to indemnify, defend and hold harmless University, its Affiliates and their respective trustees, officers, employees, representatives, successors and permitted assigns (each, an "**Indemnitee**") from and against all liability, loss, damages, fines, penalties, assessments, judgements, and expenses (including attorneys' fees), whether direct or consequential (collectively, "**Loss**") they may suffer as the result of claims, demands, arbitrations, lawsuits, administrative proceedings, or similar actions, whether formal or informal or whether litigated or not (individually, a "**Claim**") which may be made or instituted against any Indemnitee related to compliance with any applicable law or regulation, bodily injury, death, property damage, or infringement of intellectual property that is caused, directly or indirectly, by or as a result of the act or omission of Company User, the Company, its Affiliates or their respective officers, employees, subcontractors, or representatives, in connection with the Access activities to be performed pursuant to this Agreement in the Shared User Facility, whether or not in compliance with the Access terms and the terms of this Agreement, and including, without limitation, any Claim arising out of the handling of any Hazardous Materials. The foregoing indemnity will not apply to any Loss to the extent such Loss arises out of the gross negligence or willful misconduct of any Indemnitee.

## **7. Survival**

Any termination or expiration of Agreement will not affect the rights and obligations set forth in the following provisions of Agreement: Section 3 (Property Rights), Section 6 (Indemnification), Section 8 (Core Facility Standard Terms).

**8. Core Facility Standard Terms**

Core Facility Standard Terms specified in the attached **Exhibit 1** are incorporated as part of this Agreement.

The Parties, by their duly authorized representatives, have executed Agreement as of the Effective Date.

<b>University of Southern California</b>		<b>Complete Name of Company</b>	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____



# USC University of Southern California

## RESEARCH AND INNOVATION

### EXHIBIT 1

#### Core Facility Standard Terms

These Standard Terms govern the Core Facility Access Agreement. The terms "**Company Users**", "**Shared User Facility**", and "**Access**" and other capitalized terms not otherwise defined herein have their respective meaning as defined in, and applicable to, the Access Agreement.

#### 1. Priorities

Core Facility, in general, and the Shared User Facility, specifically, are shared by University faculty, students, staff and researchers as well as Company Users. The Parties agree that University work will have priority over work performed by, or for non-University users. Accordingly, University will not be responsible for any delays incurred by Company caused by any such University priority.

#### 2. Term and Termination

**2.1. Start:** The term of Agreement will commence on Effective Date and terminates one (1) year from Effective Date [or an [end date], whichever is later] ("**Term**").

**2.2. Termination Without Cause:** Either Party can terminate Agreement at any time, without cause, with ten (10) days' written notice to the other Party. If Agreement is terminated without cause, then Company shall pay University the Agreement Fees on a prorated basis through the date of termination, and all costs and non-cancelable obligations incurred by University up to and including the termination date. In no event will any capacity fees or fees for non-standard consumables, either in substance or quantity, that are included in Agreement Fees be refundable.

**2.3. Failure to Pay:** University will have the right to terminate Agreement without notice if Company fails to pay Agreement Fees in accordance with SCHEDULE B.

**2.4. Survival:** Any termination or expiration of Agreement will not affect the rights and obligations set forth in the following provisions of this Exhibit 1: Paragraph 2.4 (Survival), Section 4 (Disclaimer of University Warranty), Section 5 (Limitation of Liability), Section 6 (Confidential Information), Section 7 (Use of Names and Trademarks), and Section 10 (Miscellaneous).

#### 3. Notices

All notices under Agreement must be in writing and must be mailed or delivered by hand or recognized overnight delivery service to the Party to whom such notice is being given. Any such notice will be considered to have been given when received by the Party to whom notice is given, or upon receipt by the sending Party of written confirmation of refusal of delivery by the Party to

whom notice is sent. The address and representatives for each Party for all such notices are listed in SCHEDULE C.

#### **4. Disclaimer of University Warranty**

EXCEPT AS EXPRESSLY SET FORTH OTHERWISE IN THIS AGREEMENT, THE UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SHARED USER FACILITIES, THE EQUIPMENT, THE ACCESS, THE SERVICES, THE DELIVERABLES, OR THE RESULTS OBTAINED BY COMPANY, OR PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY ACKNOWLEDGES THAT THE SHARED USER FACILITIES, EQUIPMENT, THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. COMPANY FURTHER ACKNOWLEDGES THAT IT USES SUCH SHARED USER FACILITIES, EQUIPMENT, SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. THE UNIVERSITY WILL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE ACCESS, SERVICES, DELIVERABLES, OR RESULTS.

#### **5. Liability Limitation**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. THE COMPANY INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 6 OF THE AGREEMENT IS NOT INCLUDED IN THIS LIMITATION OF LIABILITY.

#### **6. Confidential Information**

**6.1. Confidentiality:** "**Confidential Information**" is defined as non-public proprietary information that: (i) a Party considers confidential or proprietary; and (ii) is clearly marked "Confidential" or "Proprietary" at the time it is disclosed to the receiving party. If a Party discloses Confidential Information orally, the disclosing Party will indicate its confidentiality at the time of disclosure and will confirm such in writing within ten (10) days of the disclosure. University Confidential Information also includes any proprietary information in connection with any Equipment, or any component thereof, for which University is contractually obligated to maintain as the confidential information of a third-party. Each Party agrees to use the Confidential Information solely in connection with Agreement and not for any purpose other than as authorized by the Agreement. The receiving Party will not disclose the disclosing Party's Confidential Information to any third party without prior written approval from the disclosing Party. The receiving Party's confidentiality and use obligations will extend for a period of three (3) years from the date of receipt of the disclosing Party's Confidential Information unless specified otherwise in Schedule A.

**6.2. Non-Confidential Information:** The Parties agree that information will not be deemed Confidential Information and the receiving Party will have no obligation to hold in confidence such information which: (i) was legally in its possession or known to the receiving Party without any obligation of confidentiality prior to receiving it from the



disclosing Party; (ii) is, or subsequently becomes legally and publicly available without breach of Agreement by the receiving Party; (iii) is legally obtained by the receiving Party from a third party without any obligation or confidentiality; or (iv) is independently developed by or for the receiving Party without use of the Confidential Information as demonstrated by competent evidence.

**6.3. Exceptions:** If the receiving Party is required by law to disclose Confidential Information of the disclosing Party, the receiving Party will notify the disclosing Party, to the extent permitted by law, so that the disclosing Party may seek a protective order or other appropriate remedy.

## **7. Use of Names and Trademarks**

Except as required by law or permitted by this Agreement, neither Party shall use the name, logo, trademark, or symbol of the other Party or its Affiliates without the prior written consent of the other Party.

## **8. Export Control and Hazardous Materials**

**8.1. Export Materials:** Company will not provide to University any materials and/or information that are export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774); controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Export Materials ("**Export Materials**"). If Company desires to provide any Export Materials to the University, Company must provide written notification that identifies such Export Materials, including their export classification to the University contact in SCHEDULE C and receive confirmation and approval from University, prior to disclosure.

**8.2. Hazardous Materials:** Company shall not bring into the Shared User Facility any hazardous material or any other material that is highly flammable, explosive, toxic, a biohazard (classified Biohazard Level II or above by the US Department of Health and Human Services, Centers for Disease Control and Prevention), medical waste, or radioactive or any other material which is otherwise prohibited, illegal, dangerous and/or unsafe (collectively, "**Hazardous Materials**") except as expressly disclosed in SCHEDULE A. In any such event, Company shall (i) provide University with information about the quantities used, applicable Safety Data Sheets (SDS) and any other supporting information, (ii) perform all actions required for Equipment and workspace decontamination, (iii) comply with the terms of the Occupational Safety and Health Act, the federal Hazardous Material Regulations and any other statutory regulations, (iv) designate a qualified individual to serve as Company's Hazardous Materials safety officer and shall notify University of the identity and qualifications of such initial Hazardous Materials safety officer as well as successor hazard safety officers upon request, (v) prominently post appropriate signage for alerting persons of any hazards, and (vi) ensure that Hazardous Materials are decontaminated or placed in biohazard bags or other appropriate containers and disposed of in accordance in accordance with University policies and the California Health and Safety Code.

## **9. No Harmful Code**

Company represents and warrants that during the course of the Access, Company User will not run any process, audit, or the like, that collects, retrieves, extracts or otherwise provides access to University's data, system information, or the like without University's prior written consent. Company further represents and warrants that the Access activities will contain no computer instructions, circuitry or other technological means whose purpose or effect is to disrupt, damage, extract information from or interfere with University's computers, communications facilities or equipment and their use ("**Harmful Code**"), and Company shall prevent the introduction of such Harmful Code to University's systems. "Harmful Code" includes, without limitation, any code containing viruses, Trojan horses, worms or like destructive code or code that self-replicates, or cryptocurrency mining tools.

## 10. Miscellaneous

**10.1. Governing Law:** This Agreement will be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions. All disputes arising under or in connection with this Agreement shall be submitted to JAMS or successor organization for binding arbitration by a single arbitrator. The arbitrator shall be selected by JAMS in an impartial manner determined by it. The arbitration hearing will be commenced within one hundred eighty (180) days of the filing of an arbitration demand with JAMS by any Party hereto, and a decision shall be rendered by the arbitrator within thirty (30) days of the conclusion of the hearing. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under this Agreement. The arbitrator shall award costs of the proceeding, including reasonable attorney's fees, to the Party determined to have substantially prevailed..

**10.2. Relationship of Parties:** The relationship of the Parties under Agreement is that of independent contractors. Nothing herein will create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the Company User, employees, agents or assigns of Company be considered the employees of University for any purpose, including but not limited to workers' compensation purposes.

**10.3. Force Majeure:** If any Party fails to timely perform its obligations (other than payment obligations) under Agreement because of natural disasters, labor disputes, strikes, actions of governmental authority, acts of terrorism or war, whether actual or threatened, judicial orders, pandemics, COVID-19 protocols, epidemics, quarantine, public health or travel restrictions or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance will be excused for the duration of such force majeure event. In the event of force majeure, the Parties may agree to alternative methods of performance that mitigate the effect of force majeure, subject to mutual agreement as to the terms thereof (including the payment of additional amounts).

**10.4. Assignment:** Neither Party can assign or transfer Agreement without the written consent of the other Party.

**10.5. Severability:** In the event any portion of Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction, such portion will be severed from Agreement, and the remaining provisions will remain in full force and effect.

- 10.6. Integration:** This Agreement, including its Exhibit 1, SCHEDULES A, B, C, and D constitutes the entire understanding and agreement between the Parties as to all matters contained herein, and supersedes all prior agreements, representations and understandings of the Parties. The Parties may utilize their standard forms of purchase orders, invoices, quotations and other such forms in administering Agreement, but any of the terms and conditions printed or otherwise appearing on such forms will not be applicable and will be void. Modifications, including additions or revision of any terms and conditions may only be made by a written agreement signed by both Parties that expressly states in the title of such document an intent to amend Agreement.
- 10.7. Waiver:** No waiver of any provision of Agreement will be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation herein, or the waiver by any Party of any breach of Agreement, will not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 10.8. Counterparts:** This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which will be deemed an original and all of which together will constitute one instrument.
- 10.9. Headings:** Section headings used in Agreement are for convenience of reference only, are not part of Agreement and will not affect the construction of, or be taken into consideration in interpreting, Agreement.



# USC University of Southern California

## RESEARCH AND INNOVATION

### **SCHEDULE A Access Agreement Shared User Facility**

University agrees to give Company and the Company Users named below Access to Shared User Facility as follows:

Recharge Center:

Specific description of:

1. Location – John O’ Brien Nanofabrication Laboratory, 1002 Childs Way, Michelson Hall, MCB 103
2. Instruments or Equipment permitted to be used  
User should be trained and qualified before they operate the instrument
3. Activities permitted to be conducted
4. Number and names of Company Users
5. Activity frequency, schedule of use, deadlines, etc
6. Facility Fee Schedule: Fee Schedule, <https://nanofab.usc.edu/tools-and-capabilities/user-fees/>
7. Non-standard confidentiality term: [Per Exhibit 1, Paragraph 6.1, the University’s default, recommended confidentiality term is 3 years. However, with the authorized acknowledgement below, the term can be changed. The University advises no more 5 years is authorized. For terms over 5 years, expect a delay in contract execution.]

8. Special considerations

9. Hazardous Materials

10. Emergency Response

In the case of medical emergency requiring immediate care, Facility User must notify USC's Department of Public Services (213.740.4321 or 323.442.1000) and Environmental Health and Safety (323.442.2200).

11. Training Requirements

Companies using the Facility must complete all trainings required by USC, including but not limited to research safety.

12. Policies/Guidelines/Manuals

- a. Injury Illness Prevention <https://policy.usc.edu/injury-and-illness-prevention>
- b. Research Personnel Protection <https://policy.usc.edu/research-personnel-protection>
- c. Hazardous Waste Management Manual <http://tiny.cc/usc-hazwaste-mgmt>

**University's Acknowledgement:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# USC University of Southern California

## RESEARCH AND INNOVATION

### **SCHEDULE B Access Agreement Fees**

Company will pay University the service fees posted on the Shared User Facility's Fee Schedule. Fees for the Shared User Facility may be modified from time to time by University in its sole discretion, and any modified fees will be applicable as and when provided in the Shared User Facility Fee Schedule.

1. Agreement Fees (i.e., Rates/Cost):  
<https://nanofab.usc.edu/tools-and-capabilities/user-fees/>
2. Consumables:
3. Payment Schedule:
4. Terms of Payment: All University invoices shall be paid by Company within thirty (30) days of receipt of each invoice.
5. Limitations of Charges (if any):
6. Company Invoicing Address:
7. Form of Payment:

[Usually check made payable to "University of Southern California" or wire transfer, unless otherwise specified in an invoice.]



# USC University of Southern California

## RESEARCH AND INNOVATION

### SCHEDULE C Access Agreement Notices

[Each Shared User Facility will have its own notice schedule]

University's notice address:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

With a copy to:

University of Southern California  
3551 Trousdale Parkway | ADM 352  
Los Angeles, California 90089-5013  
Attn: University Counsel

University's representative for all other purposes:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Company's notice address:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Company's representative for all other purposes:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_





# USC University of Southern California

## RESEARCH AND INNOVATION

### SCHEDULE D Company User Agreement

COMPANY USER name:

[Redacted]

University, Company, and Company User agree as follows:

Company User named above understands and agrees that:

1. Company User will be allowed Access to Shared User Facility to conduct activities in accordance with, and limited to, Agreement between University and Company, dated [Redacted], 202 [Redacted] (the "**Access Agreement**"). Termination of the Access Agreement, for any reason, will terminate Company User's Access to Shared User Facility. All capitalized terms not otherwise defined herein will have their respective meanings as set forth in the Access Agreement.
2. Company User must be properly trained in Shared User Facility procedures, safety, and in equipment operation by completing the Shared User Facility training and/or orientation seminar(s), and pass the safety exam before entry to the Shared User Facility will be permitted. The Parties understand that while the staff and management of Shared User Facility will make reasonable efforts to provide training to users, ultimate responsibility for safe use of the Shared User Facility rests with Company User and Company.
3. At all times, Company User will comply with Shared User Facility rules and procedures.
4. Company User's activities are subject to conditions approved in advance by the University and Shared User Facility management. This Company User Agreement does not give rise to any joint research project between or among Company, Company User or University. Company User is entering this Company User Agreement as an employee or representative of Company only.
5. Company User agrees Company User will not participate in activities at University beyond the scope of the permitted Access.
6. Company User understands that this Company User Agreement does not grant Company User any right, title or interest in or to Intellectual Property owned by University.
7. Subject to the terms of Access Agreement, Company and Company User agree that all activities pursuant to the Access Agreement will be performed by Company and Company

User at their own risk, respectively, and each hereby releases and holds harmless University Indemnitees from any and all Claims for any Loss arising out of the Company User's use of Shared User Facility.

8. At all times, Company User will comply with Shared User Facility campus, city and state mandates relating to COVID-19 health and safety protocols, as applicable and as they change from time to time, including physical distancing, face coverings and hand washing hygiene protocols, and any COVID-19 mandates as set forth by University and Los Angeles County Department of Public Health (LADPH) and as set forth at: <https://policy.usc.edu/covid-19-vaccination-program/> and <https://coronavirus.usc.edu/2021/06/29/6-29-masking-policy-updates/>.

9. Company User will abide by all other applicable terms and conditions of the Access Agreement.

AGREED:

**Company User**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**University**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_