

**FACILITIES USE AGREEMENT
BETWEEN
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
AND**

Check One

For Proprietary Use

For Non-Proprietary Use

The National Institute of Standards and Technology (NIST) and _____ (USER) do hereby enter into this Facilities Use Agreement under the terms and conditions set out below, and NIST policies on the use of NIST equipment and Facilities.

Pursuant to this Agreement, USER is authorized to undertake certain research through the use of the NIST _____ (Facility) within the _____ Division located in _____. This is a Director-Designated facility.

(1) USER shall be allowed to use the above-described Facility during the period commencing on the date of the last signature to this agreement and ending _____, subject to a schedule of use agreed to by NIST. This Agreement may be renewed by mutual agreement between USER and NIST.

(2) NIST reserves the right to terminate this Agreement at any time and USER agrees to discontinue its use of the Facility upon receipt of written notice from the Director of NIST or the Director's designee.

(3) USER agrees to pay NIST \$_____ per day (subject to annual review) for use of the above-described Facility. This amount includes assistance by NIST staff in training USER personnel in the use and maintenance of that Facility. USER also agrees to pay a one-time fee of \$_____ for a hazards review of USER's experimental plan and proposed use of the Facility.

(4) USER agrees to pay for all damages and injuries that may arise out of its use and operation of the Facility to the extent USER is responsible for such damages and injuries. USER agrees to obtain and maintain appropriate public liability and casualty insurance, or adequate levels of self insurance, to insure against any liability caused by its use of NIST facilities under this Agreement.

(5) USER agrees to hold NIST, Department of Commerce (DoC), and its officers and employees harmless from all liability that may arise solely out of USER's use and operation of the Facility.

(6) If, in connection with the use and operation of NIST facilities, USER discloses information to NIST which USER deems confidential and proprietary, USER understands that NIST and DoC will not be held liable for the disclosure and/or copying of data or information which NIST and DoC determine cannot lawfully be withheld or which a court of competent jurisdiction requires to be disclosed.

(7) USER agrees that the personnel it has selected to use or assist in the use of the above-described facilities will abide by all regulations applicable to NIST personnel relating to conduct while on NIST premises and to the appropriate building and restricted area access controls. The names of such personnel with their titles and signatures must be provided to NIST prior to their use of the Facility.

(8) USER agrees not to use the name of NIST or the Department of Commerce on any advertisement, product or service which is directly or indirectly related to this Agreement, nor imply in any way that NIST or the Department endorses its products or services.

(9a) (This provision applies to Proprietary Use Arrangements) USER will retain the entire right, title, and interest to any invention resulting from the proprietary measurements performed under this Agreement.

(9b) (This provision applies to Non-Proprietary Use Arrangements) USER and NIST acknowledge that the results of the research are not confidential and public access is permitted to the resulting data.

SIGNATURE FOR _____

Company Name

Date

Authorized Signature

Title

SIGNATORIES FOR NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)

Deputy Chief Counsel

Date

Laboratory Director

Date

Chief, Technology Partnerships Division

Date