

**RICE UNIVERSITY BIOMATERIALS LAB EQUIPMENT
USE AGREEMENT
[For use by none-Rice personnel]**

User Name ("User"): _____
User's Employer ("User's Employer"): _____
Rice Sponsor Name ("User's Sponsor")(if applicable): _____
User's Sponsor's Department ("Sponsor's Department")(if applicable): _____
Equipment to be Used ("Equipment"): _____

Location of Equipment ("Facilities"): _____

Purpose of Equipment Use ("Research"): _____

Period of Equipment Use ("Research Period"): _____

User desires to use the Equipment in the Facilities for the Research during the Research Period on such dates and at such times as shall be coordinated with and approved by (the "Approved Schedule") a representative of the Rice Biomaterials Lab (the "Rice BML"), and in consideration thereof, User and User's Employer hereby acknowledge and agree as follows:

- Usage Scope. User shall only use the Equipment in the Facilities for the Research during the Research Period per the Approved Schedule, and any changes thereto shall be coordinated with and approved by a representative of the Rice BML. The Rice BML reserves the right to terminate the Research and User's use of the Equipment or Facilities at any time if the Rice BML, in its discretion, determines that the Research or the User's use of the Facilities or Equipment is no longer appropriate at Rice.
- Qualification and Standard of Care. Prior to using the Equipment and the Facilities, User shall have the necessary knowledge, abilities, training, skills and experience to use the Equipment and the Facilities in the proper manner and for their intended purpose. User is responsible for specifically confirming to User's Sponsor that User is so qualified prior to using the Equipment. When using the Equipment and the Facilities, User shall act in a professional manner, consistent with prevailing industry standards and practices.
- Compliance with Law and Rice Policy. When using the Equipment and the Facilities, User shall comply with all applicable federal, state and local statutes, regulations, codes and ordinances, as well as all applicable Rice and Rice BML policies and procedures. When using the Equipment and the Facilities, User and User's Employer shall have all licenses and permits necessary to conduct the Research.
- Usage Costs and Expenses. User and User's Employer shall be responsible and liable for any and all costs and expenses related to User's use of the Equipment and the Facilities and the performance of the Research. The Rice BML will determine the costs and expenses applicable to User's use of the Equipment and the Facilities for the performance of Research during the Research Period, and will provide User's Employer with an invoice therefor. User's Employer shall be responsible and liable for the payment of invoiced amounts per the Approved Schedule even if dates and times are not fully utilized. Exceptions may be made in the Rice BML's discretion if User cancels the Approved Schedule with more than 2 business days prior written notice. User's Sponsor and Sponsor's Department will assist the Rice BML upon the Rice BML's request with respect to any billing or collection efforts related to User or User's Employer. Payment shall be made promptly to Rice to the attention of the Rice BML, but in no event later than 30 days after receipt of an invoice therefor.
- Liability for Damage or Loss. User and User's Employer shall be responsible and liable for any and all costs, expenses or charges that Rice or the Rice BML may incur or assess for the repair or replacement of the Equipment or the Facilities as a result of damage or loss caused by User's intentional or negligent acts or omissions.
- Intellectual Property Ownership. Intellectual property and data resulting from User's research shall be owned by User and/or User's Employer in accordance with User's Employer's policies. Research data not removed by User from the Equipment or the Facilities or related systems upon the completion of the Research may be removed, relocated or destroyed in the Rice BML's discretion.
- Independent Contractor Relationship. User's and User's Employer's relationship to Rice and the Rice BML hereunder shall be that of an independent contractor. Nothing in this Agreement, nor any performance hereunder, is intended or shall be construed to create a partnership, joint venture or other business enterprise, or a relationship of agency or employment, between User or User's Employer, on the one hand, and Rice or the Rice BML, on the other hand. User and User's Employer shall not use Rice's name or logos in any manner or media (including, but not limited to, press releases, promotions, advertisements or solicitations) without the prior written approval of Rice.

- **Liability Limitation.** Rice and the Rice BML make no representations or warranties of any kind, express or implied, concerning the use of the Equipment or the Facilities or the results of the Research, including, but not limited to, representations and warranties as to merchantability, fitness for any particular purpose, and non-infringement. Rice and the Rice BML shall not be liable for any direct, indirect, incidental, consequential, special or other economic damages, such as loss of anticipated business or profits, suffered by User or User's Employer in connection with the use of the Equipment or the Facilities or the results of the Research.
- **Liability for Use.** User's Employer shall be fully responsible and liable for any and all demands, claims, suits, damages, losses,, liabilities, costs and expenses of any nature whatsoever (including, but not limited to, property damage or loss, bodily injury or death), to the extent directly or indirectly arising out of or in connection with User's use of the Equipment or the Facilities or User's performance of the Research or other obligations under this Agreement.
- **Insurance.** User's Employer shall procure and maintain, at its sole cost and expense, worker's compensation insurance and any other insurance coverage by law.
- **Power and Authority; Enforceability.** User's Employer represents and warrants to Rice and the Rice BML that (i) User's Employer has the power and authority to execute, deliver and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by User's Employer, and (iii) this Agreement constitutes the legal, valid and binding obligation of User's Employer, enforceable against them in accordance with its terms.
- **Entire Agreement; No Assignment; No Amendment; No Waiver.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter hereof. This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other parties, and (ii) may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by each of the parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party.
- **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in Harris County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement.

By signing below, User and User's Employer represent that they have read and understand the provisions of this Agreement, and that they agree to use the Equipment in the Facilities for the Research during the Research Period per the Approved Schedule, upon and subject to the provisions hereof.

User's Employer: Signature of Cristina D. Milligan

By: University of Houston
 Name: Cristina D. Milligan
 Title: Assistant VP for Research Administration

Date: _____

 Signature of User

Date: _____

 Signature of User's Sponsor

Date: _____

Accepted and Approved by the Rice Biomaterials Lab

 Signature of Representative of the Rice BML

Date: _____