

PARADIM External User Agreement (Consolidated)

Electronically fill out this application form and email the electronic file to PARADIM@cornell.edu.

Handwritten forms will not be accepted. (* required fields)

This agreement covers external user (academic, industrial, government, foreign) access to the laboratory facilities of PARADIM at Cornell, as well as access via PARADIM to the Cornell NanoScale Facility (CNF), the Cornell Center for Materials Research (CCMR), and Cornell CHES, hereafter referred to as PARADIM associated facilities. **Each individual on-site non-Cornell user must complete this form and have it signed by their institution.**

Requesting access to: (check all that apply) as approved and allocated in your proposal and award letter

☐ PARADIM

PARADIM Project Number : _____

☐ CNF

☐ CCMR

☐ CHES

Part I. User Contact Information

First name _____ Last Name _____ Title _____
 Institution _____
 Address _____
 City _____ State _____ Zip _____
 Phone(cell) _____ Email _____

Institution Type (US academic, industrial, government, foreign) _____

If academic, Position (Grad, undergrad, post doc, faculty,) _____

Have you ever had a Cornell Net ID or Cornell Guest Net ID before?

☐ Yes

Cornell guest ID (or former Cornell Net ID) _____

☐ No

(Cornell Guest ID required for access to CNF and CCMR facilities; Optional for PARADIM thin film facilities;)
 (obtained once at Cornell)

Part II. Memorandum of Understanding

All Users (and their institutions) of PARADIM and PARADIM associated facilities represent that they have read and understand and agree to the terms of this Memorandum of Understanding, and have asked any questions they may have in reference to this memo or any other information they have received before signing.

The User and their institution understand that their use of the laboratory facilities is controlled by the provisions of the PARADIM user program through which they have a project, and the separate user programs of CNF and CCMR and CHES. Laboratory use is provided only for research work in conjunction with the specific project described in the User's currently approved PARADIM proposal.

The User and their institution understand that they are not an employee of Cornell and that Cornell provides no Worker's Compensation or other Liability Coverage for the User's benefit. The User is deemed to be acting as a representative and employee of their institution during work within PARADIM and its associated facilities. All Users will have their own health and accident insurance and the user institution must carry business liability (\$1M) coverage. Cornell will not be responsible for any medical expenses that the User may incur.

The User and their institution shall release, hold harmless, and indemnify Cornell University, its officers, agents and employees from any and all claims, damages, costs (including reasonable attorneys' fees) and liabilities arising out of the User's use of PARADIM and associated laboratory facilities other than those which result from the sole and active negligence of Cornell University, its officers, agents, or employees.

(NOTE: Institutional approval must be by an officer of the institution/company with appropriate authority, e.g. the Vice President for Research, Sponsored Contracts Officer, Dean, or Director, CEO, or official designee; NOT the Principal Investigator.)

Institution Name: _____

Officer Name _____ *Officer Title _____

Officer Signature _____ Date: _____

Part III. User Agreement

In general, hands on users must receive both general facility training as well as instrument specific training. General safety training and orientation will be provided by Cornell staff prior to authorizing access to Cornell Laboratory Facilities. PARADIM and its associated facilities at Cornell include at least 7 different labs in 5 different buildings. **Training and safety procedures may vary between facilities.** Access to facilities will be granted only after the appropriate safety and orientation training; **By signing below, the User agrees not to access Cornell facilities without the required training specific to each facility as directed by Cornell staff.** Most general facility safety training is tracked on line via a system known as CULearn. While the User will be trained in general chemical safety before being allowed to use chemicals, and in the operation of the particular processing instruments required by their work, the User assumes primary responsibility for their personal safety. It is expected that the User will operate all instruments and equipment in a safe and professional manner, consistent with the operating instructions and the Laboratory rules. The User represents that their knowledge of chemistry and general laboratory practice is advanced enough to permit the safe pursuit of the project in question. The User acknowledges that PARADIM and its associated facilities are research enabling centers, that the User retains ultimate responsibility for project progress and development, and that Cornell does not in any way warrant or assure a particular project result.

Furthermore, the user agrees not to attempt to access specific instruments without specific training by Cornell personnel on those specific instruments. In most cases, access will be controlled by electronic means on an individual basis. The user also acknowledges that video surveillance may be used to monitor laboratory activity.

Additionally, by signing this agreement, the User agrees to abide by and be bound by all general Cornell Policies, including **Cornell University Code of Conduct**

<https://www.dfa.cornell.edu/sites/default/files/policy/CCC.pdf>

Cornell University Policy Regarding Abuse Of Computers And Network Systems

https://policy.cornell.edu/sites/default/files/vol5_1.pdf

Part IV Data and Sample Management Agreement

PARADIM users acknowledge that they understand the data management policies of PARADIM; specifically that all data generated at PARADIM facilities (e.g. growth recipes) will be archived. Data (including code) will be made publicly available after 12 months. Requests to delay the public release must be submitted in advance of the end of the 12 month period, will only be granted in exceptional cases (e.g. due to ongoing data analysis and publication), and for a limited period of time. This applies only to subsidized users (i.e. university and government labs). Data from industrial users will remain confidential. For the full policy, please refer to the PARADIM web site. Users also agree to not sell or otherwise distributed PARADIM grown samples without approval.

Part V Laboratory and Equipment Charges

Each PARADIM facility accounts for user charges separately. User charges (in PARADIM as well as in associated facility) for Academic and US government users will be paid by PARADIM, i.e. no cost to the end user **for use within the scope of the approved PARADIM project and within the approved allocation.** Industrial and foreign users will be billed through PARADIM for use of PARADIM and associated facilities and the user/institution hereby agree to pay said user charges.

Part VI. Project Description

Describe briefly what you expect to do in PARADIM and associated facilities. Be as detailed as possible. Describe specific instruments, materials, processes, and dimensions required.

User Signature _____

Date _____

The following information is collected for NSF reporting requirements and is optional:

Gender _____ Ethnicity (Hispanic/non-Hispanic) _____ Race _____

Routing: Return form electronically to PARADIM@cornell.edu (Dr. Thomas Dienel / Brenda Fisher)

Copies will be forwarded to : Appropriate PARADIM staff

If CNF, copies to Stacy Clementson, clementson@cnf.cornell.edu

If CCMR, copies to Jon Shu, jbs24@cornell.edu