

**Corporate User Acknowledgment
Simon Fraser University,
as represented by 4D LABS**

**To: Simon Fraser University / 4D LABS
8888 University Drive
Burnaby, B.C., V5A 1S6**

[legal name of organization]_____ (the “**Company**”) is a company engaged in _____ [description of Company’s business]. Simon Fraser University (“**SFU**”) has agreed to grant its (check one) employees, contractors, agents, or other representatives (collectively, the “**Employees**”) of the Company access to its research community known as 4D LABS (“**4D LABS**”) located at SFU’s TASC2 building (the “**Facility**”) solely for the purposes of pursuing the following research _____ (the “**Activity**”) as 4D LABS Facility Users.

The Company understands and agrees that the following provisions govern the Employees’ use of the Facility and admittance as 4D Labs Facility Users. Accordingly, the Company acknowledges and agrees that:

1. 4D LABS is a community of professional and student researchers. As such, courteous, professional, and responsible behavior is expected at all times by the Employees. Access to 4D LABS is a privilege and may be revoked by 4D LABS at any time.
2. The Company will acknowledge, and will cause the Employees to acknowledge, 4D LABS in publications or presentations resulting from work performed using equipment or other support offered by 4D LABS.
3. SFU may at any time, at its discretion, change, repair, and/or modify equipment within the Facility. SFU will use reasonable efforts to uphold a well-maintained Facility and ensure that any changes, repairs, and/or modifications to equipment within the Facility have minimal impact on the Activity.
4. SFU is granting the Employees access to the Facility on an “as is” basis, and makes no representations or warranties as to the fitness of the Facility or any equipment therein for the Activity or the fitness of purpose of data, materials and/or intellectual property obtained from the Activity.
5. The Company assumes all responsibility for all Employees who may use the Facility. This includes but is not limited to responsibility for providing materials for the Activity and payment of associated costs, as well as payment for all fees incurred by such Employees.

6. The Company is solely responsible for the research conducted by the Employees. Neither 4D LABS nor SFU does in any way warrant, guarantee, or ensure success with the Activity.
7. Proprietary processes, including without limitation the introduction of any proprietary chemicals, which, in 4D LABS' sole discretion, has the potential to affect the research of other 4D LABS Facility Users or the Facility are not permitted without the written authorization by 4D LABS management.
8. Ownership of the rights in intellectual property resulting from any Employee's shall be with the Company, unless otherwise agreed to between the Company and SFU, but shall at all times be governed by the policies of SFU.
9. The Company is solely responsible for the safety and security of the Employees' property, including without limitation any intellectual property or equipment, while such property is at the Facility or otherwise on SFU premises. 4D LABS and SFU make no guarantees for the safety and security of such property.
10. The Company hereby confirms that:
 - (a) The Company has discussed and identified with all of its Employees all required safety courses to engage in the Activity, including without limitation the required "core" SFU safety courses and WHMIS training equivalent as follows:

"Core" courses:

 - General Laboratory Safety
 - Fire Safety

Additional required safety courses (dependent on the tools accessed- check those that apply):

 - Chemical Safety :
Clean Room (Rm 6060), Wet Lab (Rm 6074), Polymer Coating (Rm 6076)
 - Spill Response :
Clean Room (Rm 6060), Wet Lab (Rm 6074), Polymer Coating (Rm 6076)
 - Laser Safety: LASIR (Rm 6010), Laser Machining (Rm 6072)
 - X-Ray Safety : XRD (Rm 6040.3), XPS Users (Rm 6140)
 - Other
 - _____
 - _____
 - (b) The Company will cause its Employees to abide by all laboratory policies, as may be implemented by 4D LABS from time to time, including all safety protocols;
 - (c) The Company is responsible for the planning and performance of the Activity in such a way as to ensure the Employees' safety as well as the safety of using the Facility;

- (d) The Company will, and will cause the Employees to, ensure at all times the Employees' proper use of the equipment and will cause its Employees to immediately report any malfunction of equipment to the appropriate 4D LABS support staff person.
 - (e) The Company will cause the Employees to review and abide by SFU's Environmental Health and Safety Manual, any pertinent 4D LABS' User Safety Manuals, and any other safety manuals as required by SFU or 4D LABS from time to time, and provide SFU with confirmation of same;
 - (f) The Company will ensure that the Employees are familiar with and will abide by all safety and emergency procedures for working within the Facility, and provide SFU with confirmation of same; and
 - (g) There is no medical reason why any of the Employees should not engage in the Activity, participate as a 4D LABS Facility User, or enter the Facility.
11. 4D LABS may, in their sole discretion, determine at any time that an Employee requires additional training, and such Employee will not be permitted to use the Facility until such time as the Employee has completed such additional training as required to the satisfaction of 4D LABS.
 12. The Company is aware and has adequately advised the Employees that working in a laboratory setting involves risks, potential dangers and hazards, including, but not limited to, any risks that may arise from loss of data, theft, as well as risks from potentially dangerous or defective equipment or property, or accidental personal injury which may include exposure to chemical, thermal, mechanical, radiological, electromagnetic and electrical hazards. The Company understands that it is responsible in ensuring that the Employees learn about and understand the risks, dangers and hazards, as well as the controls and regulations of working in a laboratory setting such as 4D LABS, and can do so by referring to the SFU EH&S Safety Handbook, the 4D LABS Nanofabrication Facility User and Safety Manual (www.4dlabs.ca), and BC Worksafe Regulations. The Company also understands that it is responsible for ensuring that Employees follow the safe operating procedures and specified risk mitigation strategies, and that the Employees will contact a staff member of 4D LABS if any Employee requires more information on these risks, dangers and hazards. The Company freely accepts and assumes all such risks, dangers and hazards to its Employees and the responsibility of personal injury, death, property damage and loss resulting therefrom.
 13. SFU's insurance coverage does not cover the Company's property or the property of any Employee. The Company shall ensure that adequate insurance coverage is in place for all Company property (including property of any Employee) that is brought on to SFU premises, and will provide SFU with satisfactory evidence of same. The Company shall promptly reimburse SFU for any damage to or theft/loss of SFU property resulting from the negligence of an Employee.
 14. The Company, for itself and its successors and assigns, hereby remises, releases and forever discharges SFU and its governors, officers, directors, servants, employees, agents, independent contractors, subcontractors, volunteers and representatives, and their heirs, executors,



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administrators, successors and assigns (as the case may be) who are in any way connected to the Facility or the Activity (each a “Released Party” and collectively, the “Released Parties”), of and from any and all manner of actions, causes of action, suits, proceedings, contracts, claims, demands and liabilities whatsoever, in law or in equity, which the Company ever had, now has or may hereafter have against any of the Released Parties, with respect to any cause, matter or thing under or in respect of or relating to this Corporate User Acknowledgment, the Company’s involvement in the Activity or the Company’s use of the Facility, including the use of the Facility by an Employee or any other for whom the Company is at law responsible, save and except for any actions, causes of action, suits, proceedings, contracts, claims, demands and liabilities arising from the gross negligence or willful misconduct of any Released Party.

- 15. The Company hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all claims, demands, actions, causes of action, damages, losses, deficiencies, costs (including reasonable legal costs on a solicitor and own client basis), expenses, liabilities and administrative proceedings including, without limitation, claims arising by reason of any injury to or death of any person, or damage to any property, including consequential loss, which may be brought or made against any of the Released Parties with respect to any cause, matter or thing under or in respect of or relating to this Corporate User Acknowledgment, the Company’s involvement in the Activity or the Company’s use of the Facility, including the use of the Facility by an Employee or any other for whom the Company is at law responsible, save and except for any claims, demands, actions, causes of action, damages, losses, deficiencies, costs, expenses, liabilities and administrative proceedings arising from the gross negligence or willful misconduct of any Released Party.

I confirm that all corporate action has been taken on the part of the Company to authorize the release and indemnity contained herein, and this Corporate User Acknowledgement constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms.

_____, by its duly authorized signatory:

Print name:

Date

Title:

Where new materials
take shape.