

Individual User Agreement for Non-SFU Personnel

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

I, (insert full legal name) _____ am a(n) (check one) under- graduate, graduate, postdoctoral fellow, research associate at _____ OR an employee of _____. Simon Fraser University (“SFU”) has agreed to grant me 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 a 4D Labs Facility User.

I understand and agree that the following provisions govern my use of the Facility and admittance as a 4D Labs Facility User. Accordingly, I acknowledge and agree that:

1. 4D LABS is a community of professional and student researchers. As such, courteous, professional, responsible behavior is expected at all times. Access to the Facility is a privilege and may be revoked by SFU at any time.
2. I will 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 me 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. I am solely responsible for my own research. Neither 4D LABS nor SFU does in any way warrant, guarantee, or ensure success with the Activity.
6. 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.
7. Ownership of the rights in intellectual property resulting from my research shall be with me, unless otherwise agreed to between myself and SFU, but shall at all times be governed by the

policies of SFU.

8. I am solely responsible for the safety and security of my 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.
9. I hereby confirm that:
- (a) I have successfully completed all necessary preparation and training and have all certifications required by SFU to use the Facility and 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) I will abide by all laboratory policies, as may be implemented by 4D LABS from time to time, including all safety protocols;
- (c) I am solely responsible for the planning and performance of the Activity in such a way as to ensure my own safety as well as the safety of others using the Facility;
- (d) I will at all times ensure my proper use of the equipment and will immediately report any malfunction of equipment to the appropriate 4D LABS support staff person.
- (e) I have reviewed and will 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;
- (f) I am familiar with and will abide by all safety and emergency procedures for working within the Facility; and

- (g) to the best of my knowledge , there is no medical reason why I should not engage in the Activity, participate as a 4D LABS Facility User, or enter the Facility.
10. 4D LABS may, in their sole discretion, determine at any time that I require additional training, and I will not be permitted to use the Facility until such time as I have completed such additional training as required to the satisfaction of 4D LABS.
11. I am aware that working in a laboratory setting involves risks, dangers and hazards, including but not limited to any risks that may arise from loss of data or theft, as well as risks from dangerous or defective equipment or property, or personal injury which may include exposure to chemical, thermal, mechanical, radiological, electromagnetic and electrical hazards. I understand that it is my responsibility to learn about and understand the risks, dangers, hazards, controls and regulations of working in a laboratory setting such as the Facility, 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. It is my responsibility to follow the safe operating procedures and specified risk mitigation strategies for the Facility, and, I will contact a staff member of 4D LABS if I require more information on these risks, dangers and hazards. I freely accept and assume all such risks, dangers and hazards and the responsibility of personal injury, death, property damage and loss resulting therefrom.
12. I, for myself and my heirs, executors and administrators, successors and assigns hereby remise, release and forever discharge SFU and its governors, officers, directors, servants, employees, agents, independent contractors, subcontractors, volunteers and representatives, and their heirs, executors, administrators, successors and assigns (as the case may be) who are in any way connected to 4D LABS, 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 I ever had, now have 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 Individual User Acknowledgment, my use of the Facility or my involvement in the Activity and/or with 4D LABS,, 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.
13. I hereby agree 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 Individual User Acknowledgment, my use of the Facility or my involvement in the Activity and/or with 4D LABS,, 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.



think.
engage.
change.

4D LABS, Simon Fraser University 8888 University Drive, Burnaby, B.C. V5A 1S6
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I confirm that I am at least 19 years of age and that I have read and understood this Individual User Acknowledgment and accept its terms.

Signature

Date

Print Name

Affiliated Educational Institution or
Corporate Entity

Where new materials
take shape. 