

**Memorandum of Cooperative Agreement**  
**Berkeley Microfabrication Laboratory Affiliates (BMLA)**  
**and University of California, Berkeley**  
**Effective October 2005**

\_\_\_\_\_ is an employee/contractor of \_\_\_\_\_  
(Microlab Member) (BMLA Company)

Microlab Member and BMLA Company understand and agree that:

- 1.0 All users of the Berkeley Microfabrication Laboratory (Microlab) must be properly trained in facility procedures, safety and in equipment operation. This is accomplished through the Berkeley Microlab Orientation Seminar which is held monthly. While the staff and management of the Microlab will do everything possible to provide training to users, ultimate responsibility for safe use of the facility rests with the user. Please ask questions if there is anything you do not understand.
- 2.0 The Microlab Member and the BMLA Company (as shown above) understand that the Microlab Member's use of the laboratory is controlled by the provisions of the University; thus, research for the benefit of the BMLA Company is to be undertaken only under conditions approved in advance by the UC Berkeley Business Contracts Office. University participation in tests and investigations shall be limited to activities, which lead to the extension of knowledge, or to increased effectiveness in teaching.
- 3.0 The Microlab Member and BMLA Company agree that the Microlab Member is not an employee of the University of California, that the University has no responsibility to provide Workers' Compensation or other liability coverage for the member's benefit, and that the University will not be responsible for any costs, expenses or liabilities for illness or injuries of the Microlab Member. The Microlab Member and the BMLA Company agree that the Member is acting as a representative of the BMLA Company while working at the Microlab. The Microlab Member must have his/her own health and accident insurance: the University will not be responsible for any costs, expenses or liabilities for illness or injuries of BMLA Company employees/contractors. The BMLA Company agrees to maintain in effect such health, Workers' Compensation, and accident insurance as it may carry on or for its employees/contractors.
- 4.0 The BMLA Company further understands that membership in the BMLA allows for access of a maximum of six (6) persons from said member company, based on the fee structure detailed on the Microlab's website:  

<http://microlab.berkeley.edu/text/bmlafees.html>
- 5.0 The BMLA Company acknowledges that the Microlab is a research facility shared by graduate and postdoctoral students as well as industrial research scientists on an equal basis. The BMLA Company retains ultimate responsibility for project

progress and development, the University does not, in any way, warrant or assure a particular project result. Furthermore, access to laboratory equipment and the working condition of laboratory equipment cannot be guaranteed.

- 6.0 Ownership of rights in intellectual property resulting from research conducted by the Microlab Member shall be governed by the policies of the BMLA Company and agreements between the employee and the BMLA Company. The Microlab Member understands that he/she has no claim on intellectual property owned by the University. BMLA membership is not a mechanism for creating joint projects. Join projects between a BMLA Company and the Microlab are rare and require a separate agreement.
- 7.0 The Microlab Member and the BMLA Company shall release, hold harmless and indemnify the University of California Berkeley, its officers, agents, and employees from any and all claims, damages, costs (including reasonable attorney fees) and liabilities arising out of the member's use of the Microlab facility other than such as results from the negligence of the University, its officers, agents, or employees. The Microlab Member understands that he/she will be required to successfully complete the Microfabrication Laboratory Orientation seminar and pass the safety exam before entry to the facility will be permitted. The Microlab Member and the BMLA Company further agree that they understand the fees associated with the use of Microlab and the BMLA Company agrees to pay the applicable fees. Finally, the Microlab Member and the BMLA Company warrant that they have fully read and agree with this Berkeley Microfabrication Laboratory Affiliates Agreement.

<u>Affiliate</u>	<u>Supervisor/Official</u>	<u>Microlab Faculty Director</u>
_____	* _____	_____
(Print Name)	(Print Name)	(Print Name)
_____	_____	_____
<i>Title</i>	<i>Title</i>	<i>Title</i>
_____	_____	_____
<i>Signature</i>	<i>Signature</i>	<i>Signature</i>
_____	_____	_____
<i>Date</i>	<i>Date</i>	<i>Date</i>

\* BMLA Member’s supervisor or other appropriate official who is authorized to commit the BMLA Company to the terms of this Agreement.