

Melbourne Centre for Nanofabrication User Agreement

Name of user: _____ (User)

User's organisation: _____ (Organisation)

User's direct supervisor and Faculty/Department: _____

The Melbourne Centre for Nanofabrication (MCN) is the Victorian node of the Australian National Fabrication Facility.

The MCN facility is comprised of a central facility at Monash University's Clayton campus and remote facilities at CSIRO's Clayton site, The University of Melbourne's Parkville campus, La Trobe University's Bundoora campus, Swinburne University's Hawthorn campus, Deakin University's Geelong campus and RMIT University's Melbourne city campus. MCN staff at each facility are employees of the organisation hosting that facility.

The User wishes to access and use the _____
[insert applicable facility name (eg, MCN central facility or Melbourne University remote facility)] facility (MCN Facility)

to _____

[insert purpose of access including description of research to be carried out in the MCN Facility and materials to be used] in accordance with the terms and conditions set out in this user agreement.

The User and the Organisation each agree:

1. that the Host grants the User a licence to enter the MCN Facility for the purpose set out above, subject to the conditions in this user agreement;
2. that the User must not access the MCN Facility unless and until the User receives written notification from the Host that the User's access to the MCN Facility has been approved;
3. that the User and the Organisation have read and understood the MCN Access and Pricing Policy attached to this user agreement and agree to pay all applicable charges for accessing the MCN Facility in accordance with that policy;
4. that the licence to enter the MCN Facility may be immediately terminated by the Host if the User fails to comply with the MCN Access and Pricing Policy and the other conditions of access set out in this user agreement;
5. the User must complete the MCN Safety Induction Course to the satisfaction of the MCN Facility manager and acknowledge that this must be completed before the User will be allowed to use the MCN Facility;
6. the User must comply with all of the Host's occupational health and safety requirements, sexual harassment and discrimination policies, waste handling and disposal procedures and other policies, procedures, manuals and guidelines that apply to the MCN Facility;
7. the User must not bring (and the User's project must not involve) any hazardous or biological materials into, or generate any hazardous or biological materials within, the MCN Facility without submitting a completed hazardous and biological materials sheet to the MCN Facility manager as part of the User's application for access to the Facility, and obtaining the MCN Facility manager's approval;
8. that the User must comply with all directions given by MCN Facility personnel in relation to use of the MCN Facility, including directions relating to safety, maintenance and efficient use of equipment within the MCN Facility;
9. to comply with and be bound by MCN IP Policy attached to this user agreement;
10. not to use or disclose any confidential information of any other user of the MCN Facility of which they become aware through the User's access and use of the MCN Facility unless they obtain the prior written consent of that third party;

11. to include: (a) the address, "MCN, 151 Wellington Road, Clayton, Vic 3168, Australia" on the title head of any publications resulting from work undertaken at the MCN Facility in addition to any home collaborator address; and (b) the following acknowledgement on any publications or presentations resulting from work undertaken at the MCN Facility: *"This work was performed in part at the Melbourne Centre for Nanofabrication, an initiative partly funded by the Commonwealth of Australia and the Victorian Government."*;
12. to endeavour to advise the MCN Facility manager of any publications (or other significant research outcomes) resulting from work undertaken at the MCN Facility;
13. to comply with all applicable Federal and State laws, regulatory requirements, approvals, consents and ethics codes and guidelines (including those adopted by the National Health and Medical Research Council, the Office of the Gene Technology Regulator, the Australian Quarantine and Inspection Services);
14. that the MCN is a multi-user research facility providing access to nanofabrication equipment and processes for Australian researchers and that support is provided on a reasonable effort basis but that the Host does not guarantee any research outcomes or give any other warranties;
15. that, to the extent permitted by law, the Host: (a) excludes all conditions, warranties and liabilities implied or imposed by statute, general law or custom except any liability or implied condition or warranty the exclusion of which would contravene any statute or cause any part of this document to be void; (b) excludes liability (including liability in negligence) for any consequential or indirect loss or damage (including any costs or damages sustained as a result of a claim by a third person), or any property damage or personal injury, in relation to the provision of access to and use of the MCN Facility; and (c) excludes liability to indemnify the User or the Organisation against, or contribute to, any liability of the User or the Organisation to any other person (including other users of the MCN Facility); and
16. that, to the extent permitted by law, the User enters and uses the MCN Facility at his or her own risk and the User releases and forever discharges the Host and its officers, employees and agents from all present and future claims (including claims in contract, tort or statute) which the User may have against them arising out of the User's access to the MCN Facility under this user agreement;
17. that the User and the Organisation are liable for, and each irrevocably and unconditionally indemnifies the Host against all claims, demands, actions, damages, liabilities, losses, costs and expenses made against the Host directly or indirectly arising from or incurred in connection with the User's use of the MCN Facility or any damage to or loss of any property or injury to or the death of any person (including other users of the MCN Facility) caused or contributed to by the User's acts or omissions arising from access and/or use of the MCN Facility;
18. that the indemnity given under clause 17 above will be reduced to the extent that the damage to or loss of any property or injury to or the death of any person (including other users of the MCN Facility) was caused by or contributed to by negligence by the Host;
19. that the Organisation warrants that it has and will maintain, adequate workers compensation and other relevant insurances in respect of the User and the User's access to and use of the MCN Facility;
20. to negotiate in good faith to resolve any dispute or difference that arises between the User / Organisation and the Host;
21. that if any dispute or difference is not resolved within 14 days, it must be referred to the Australian Commercial Disputes Centre (ACDC) for mediation in accordance with ACDC's mediation rules before either party is entitled to commence proceedings;
22. that nothing in clause 20 or 21 will prevent the User, the Organisation or the Host from seeking interlocutory relief in a court of competent jurisdiction; and
23. not to use the Host's name or trade marks without prior written consent from the Host.

The User and the Organisation each agree and acknowledge that this deed is given by the User and the Organisation in favour of the Host, and that the Host may enforce this deed against the User and the Organisation jointly or severally.

Signed as a deed poll

Signature of User:

Signature: _____

Name/position: _____

Date: _____

Signature of User's Supervisor on behalf of Organisation

Signature: _____

Name/position: _____

Date: _____

Executed by [*insert name of Organisation if a company*]

Signature of director

Name of director (print)

← _____ ←
Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)