**RESEARCH FACILITIES/EQUIPMENT USE AGREEMENT**

This Agreement is made between Loyola University Maryland, Inc., a non-profit entity having its principal offices at 4501 N. Charles Street, Baltimore, MD 21210 (“Loyola”), and [INSERT] (User) concerning the use of the following Loyola facilities/equipment.

Description of Facilities and/or Equipment:

* Nikon A1 confocal microscope
* Zeiss Axio A1 Upright Fluorescence Microscope
* Nikon Eclipse TE-300 Inverted Fluorescence Microscope
* Mercury Lamp
* Nikon Labaphot Compound Fluorescence Microscope
* Nikon C-12 SMZ1500 Dissecting Fluorescence Microscope
* JEOL 1010 Transmission Electron Microscope
* Motic Compound Microscope
* Leica CM 1850 Cryostat
* Thermo Microm HM 430 Microtome

In consideration for permission to use the facilities/equipment, User agrees to comply with the following terms and conditions:

1. User will pay the following rates for the use of the facilities/equipment: $0
2. User will reimburse Loyola for any expenses incurred for damage caused to the facilities/equipment.
3. User agrees to reimburse Loyola for any damage, clean-up, or hazardous waste related expenses, including disposal, shipping, damages, and/or penalties imposed as a result of its use.
4. The parties agree that User, its agents and employees are not agents or employees of Loyola. User will be solely responsible and will assume full responsibility for the actions and omissions of its authorized individuals, including students, when using Loyola equipment and for any reporting of or use of data obtained from said equipment. User is solely responsible for worker’s compensation coverage of its employees.
5. User assumes all responsibility and liability for the requested use and agrees to defend, indemnify and hold harmless Loyola and Loyola’s directors, officers, employees and agents from any and all loss, damage, or injury to any person or property arising from use of the facilities/equipment.
6. During the term of this Agreement, User agrees to maintain, at its own expense, general liability insurance in the sum of not less than One Million Dollars ($1,000,000). User will provide Loyola with proof of such insurance on or before the effective date of this Agreement and will name Loyola as an additional insured.
7. The User will comply with any state, federal, or local laws, ordinances, rules and regulations including the obligations to obtain licenses, permits, and government approvals required in connection with User’s use of the equipment including but not limited to those pertaining to export control and the use of hazardous materials, controlled substances, or genetically altered materials and will defend, indemnify and hold Loyola harmless from any damages, penalties, or other claims made as a result of the User’s failure to comply.
8. User will comply with all Loyola rules and regulations and the following special conditions:
   1. User agrees to furnish to Loyola, upon execution of this Agreement, a list of individuals authorized by User to use Loyola’s facilities/equipment on User’s behalf, which shall be attached hereto as Attachment A. User understands that persons not on the list will not be permitted to use the facilities/equipment until User provides an updated list.
   2. User shall ensure that all persons authorized to use the facilities/equipment shall have participated in all required training and follow all rules and directions from Loyola personnel regarding its use.
   3. User’s undergraduate students will be permitted to utilize the equipment only when under the supervision of both the student’s immediate supervisor and with the permission of the Loyola facility/equipment representative(s).
   4. User shall require its authorized users to acknowledge Loyola’s contribution of the use of the facilities/equipment in any publications based in substantial part on such use.
9. User will be solely responsible for the activities of its authorized users while using University facilities/equipment and assumes the risks of such use. Loyola makes no warranties or guaranties regarding the suitability for a particular purpose or the accuracy of the equipment to be used under this Agreement. Loyola shall have no liability for any damages resulting from the use of the equipment/facilities.
10. This Agreement shall become effective on \_\_\_\_\_\_\_\_\_, 20\_\_\_\_ and will remain in effect until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.
    1. Either party shall have the right to terminate this Agreement by giving thirty (30) days’ written notice to the other party; provided that Loyola shall have the right to terminate this Agreement immediately, without prior notice, in the event of a material breach of this Agreement by User or User’s representatives.
    2. Any amendment to this Agreement must be in writing and executed by the authorized representative of both parties.
11. The parties agree to and execute this Agreement below.

USER:

Name: Date

Loyola University Maryland, INC.

Facility/Equipment Representative:       Date

Amy Wolfson, Ph.D. Date

Vice President for Academic Affairs

Attachment A

Persons Authorized by User to Use Facilities and Equipment

Name Relationship to User

(indicate whether faculty, research assistant, graduate student, or undergraduate student)