



Memorandum of Understanding

This memorandum will serve as an agreement between the Division of Science Operations (“DoS”) at Harvard University (“UNIVERSITY”) and _____ (“USER”), who is a non-Harvard University student or employee of _____ (“INSTITUTION”), regarding the USER’s use of facilities in DoS.

1. Background

This Memorandum of Understanding (MOU) will serve to establish the terms and conditions under which the USER from INSTITUTION shall use DoS facilities at the UNIVERSITY. By signature and approval of this MOU, the INSTITUTION and USER have read, understood and agreed to the terms of this Memorandum of Understanding, and have been provided information by UNIVERSITY and DoS regarding the use of DoS facilities, including safety training, and have reviewed and understand such information, and have been given the full opportunity to ask the UNIVERSITY and DoS questions it may have about such information.

2. Project Terms

a) Description of Work

A description of the work proposed to be performed at DoS shall be provided by the USER prior to the commencement of such work hereunder. No substantive deviation from said statement of work will be permitted unless agreed to in writing by DoS.

b) Reasonable Efforts

The USER and INSTITUTION acknowledge that USER retains ultimate responsibility for his/her project progress and development and that NEITHER DoS NOR UNIVERSITY IN ANY WAY WARRANT OR ASSURE ANY RESULTS, COMMERCIAL VIABILITY, MERCHANTABILITY OR USEFULNESS OF ANY PARTICULAR PROJECT(S). The USER and INSTITUTION fully understand and agree that any work done, or services provided, by DoS and its employees are on a reasonable efforts basis. The USER accepts full responsibility for the progress and results of his/her project(s).

c) Payment

The INSTITUTION acknowledges the responsibility for payment to the UNIVERSITY for purchases, materials costs and use fees incurred by the USER for use of DoS facilities. DoS shall invoice the INSTITUTION for costs incurred hereunder, and payment in full shall be made by INSTITUTION within thirty (30) days thereof. No terms in any form prepared by USER or INSTITUTION, including Purchase Orders, shall be construed to change any term in this Agreement, and the terms hereof shall strictly govern in the event of an inconsistency.

3. Status of USER

The USER understands that he/she is not an employee of UNIVERSITY and that UNIVERSITY provides no Worker’s Compensation or other liability insurance coverage for the USER’s benefit. The USER is deemed to be acting as a representative and employee of INSTITUTION for all purposes during work on a project in the DoS facilities. The USER must have his/her own health and accident insurance and the UNIVERSITY will not be responsible for any medical expenses that the USER may incur. The USER agrees to bear full responsibility for any liability resulting therefrom.

4. User Safety

While the USER will be informed regarding general safety policy prior to being allowed to use the facilities, the User assumes responsibility for his/her own personal safety. It is expected that USER will operate all instruments and equipment in a safe and professional manner, consistent with the operating instructions and the facility polices. UNIVERSITY and DoS shall have the right to immediately prohibit further use by USER if DoS, in its sole discretion, believes that the USER has breached this representation.



5. Liability.

The INSTITUTION acknowledges responsibility for general liability and maintains such health and accident insurance as it may carry for the USER while he/she is working at DoS facilities. The USER and the INSTITUTION understand that use of DoS facilities may involve exposure to potentially hazardous conditions including, but not limited to, chemical, mechanical, electrical, thermal, and radiation hazards. The USER and the INSTITUTION shall release, hold harmless and indemnify the UNIVERSITY, its officers, agents and employees from any and all claims, damages, costs (including reasonable attorney fees) and liabilities arising out of the USER's use of DoS's facilities other than such as results from the gross negligence of UNIVERSITY, its officers, agents, or employees. The UNIVERSITY shall hold no liability with respect to any loss, damages or claims incurred by the INSTITUTION or USER in connection with the USER's use of the facilities described. The INSTITUTION also acknowledges that it is financially liable for equipment or other property damage if it is found to result from negligence or willful misconduct by the USER.

6. DoS Requirement

USER certifies that they will under no circumstances schedule time for facility use in their name for another user (whether other user is qualified or not), give out their facility User Name and/or Password for use by other users, or give other users access to their facilities access swipe card for any card reader access controlled facility. DoS reserves the right to deny future access to USER in the event of willful breach of this policy. The USER and the INSTITUTION warrant that they have fully read and agree with this Agreement.

Institution: _____

Officer: _____ Title: _____

Signature: _____ Date: _____

User: _____ Title: _____

Signature: _____ Date: _____

Principal Investigator: _____ Title: _____

Signature: _____ Date: _____

Division of Science Operations
Harvard University

Officer: _____ Title: _____

Signature: _____ Date: _____