EXTERNAL USER AGREEMENT
INSTITUTE OF MATERIALS SCIENCE & ENGINEERING

This User Agreement is entered into this day of __________________, 20__________,
by and between WASHINGTON UNIVERSITY IN ST. LOUIS (“WU”), on behalf of its
Institute of Materials Science & Engineering, and

______________________________________________________________ (“External User”).

This User Agreement expires on August 1, 20__________.

1. WU hereby grants the External User the right to use or obtain the use of equipment
within the Institute of Materials Science & Engineering (the “IMSE”) solely for the project
described below to be conducted under the supervision of the appropriate representative of the
IMSE and the External User whose name appears below:

Project (attach separate page if necessary): ________________________________

WU representative: ______________________________________________________

External User representative: _____________________________________________

2. Under this Agreement:

As to the following project(s) (or portion(s) thereof, WU will operate one or more instruments
within the IMSE as directed by and to perform one or more procedures for External User (attach
separate page if necessary):

_____________________________________________________________________

As to the following project(s) (or portion(s) thereof, External User will operate one or more
instruments (as specified below) within the IMSE (attach separate page if necessary):

_____________________________________________________________________

A User may only operate an IMSE instrument for which he/she has been issued a license to use
from the IMSE. A license is issued only after the User receives training from the IMSE and
demonstrates proficiency in the safe operation of the instrument. Maintaining a valid license to
operate a particular instrument is contingent upon compliance with all established user policies
for that instrument.

3. The use of an IMSE instrument(s) by an External User is normally restricted to 8:00 a.m.
to 5:00 p.m. on weekdays excluding holidays unless other mutually agreeable arrangements are
made with the IMSE. Scheduling of instrument time by the External User for a particular instrument shall be performed in accordance with established user policies for that instrument.

The External User acknowledges and agrees that scheduled times for use in the IMSE are not guaranteed and are subject to change or cancellation by the IMSE based on equipment availability, demands for use by external and internal users, and competing priorities as determined by the IMSE in its reasonable discretion. The External User should plan accordingly. The External User assumes any and all risk of change or cancellation of scheduled times for use the IMSE and agrees to release and hold harmless WU from and against all loss or damage to the Equipment which may result from any such change or cancellation. The IMSE will use reasonable effort to notify the External User as far in advance as is practical of any change or cancellation.

4. The External User will pay the IMSE the following fees specified for each instrument listed under item 5:

Fees: ________________________________________________________________

Payment Schedule: _________________________________________________

5. The External User’s use of the IMSE shall be restricted to the following equipment:

   Equipment specified as follows: ______________________________________

6. Prior to the use of the IMSE, the External User and his/her personnel shall be required to attend one or more training sessions to be instructed on the basic operation and safety features of the equipment, as specified by the IMSE. The External User and its personnel shall be required to observe due care and good laboratory practice in the operation of the equipment. The External User and his/her personnel shall comply with all user policies and manuals applicable to the equipment.

7. No shipment of any data generated by the External User from use of the IMSE to any destination outside of the United States or Canada shall be made without the prior written consent of WU. The External User certifies that neither it nor any party to whom any such data will be delivered by it is the subject of a denial order issued by the Bureau of Export Administration of the U.S. Department of Commerce pursuant to Export Administration Regulations (15 C.F.R. 736.2(b)(4)) or is on the list of Specially Designated Nationals, Terrorists and other persons who are subject to the embargoes and sanctions administered by the U.S. Department of Treasury.

8. The External User agrees to indemnify, defend and hold harmless WU (including the IMSE), its trustees, agents, faculty, students and employees from and against all liability, loss, claims or demands (including attorney fees and expenses) for personal injury, death and/or property damage arising out of the use of the IMSE and any equipment therein by the External User, its employees, representatives, agents and invitees. Without limiting the foregoing, the External User shall indemnify, defend and hold harmless WU (including the IMSE), its trustees,
agents, faculty, students and employees from and against all liability, loss, claims or demands (including attorney fees and expenses) for (a) personal injury, death and/or property damage arising out of the use by the External User or any other party of any data generated as a result of the use of the IMSE and any equipment therein by the External User, its employees, representatives, agents and invitees, and/or (b) damage to any of the equipment within the IMSE arising out of the use of the Institute by the External User, its employees, representatives, agents and invitees.

9. WU (FOR ITSELF AND ON BEHALF OF THE IMSE) MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY WU (FOR ITSELF AND ON BEHALF OF THE IMSE). IN NO EVENT SHALL WU (FOR ITSELF AND ON BEHALF OF THE IMSE) BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT AND/OR THE USE BY THE EXTERNAL USER OF THE IMSE, HOWEVERSOEVER CAUSED, UNDER ANY THEORY OF LIABILITY. In no event will the liability (under any theory of liability) of WU (including the IMSE) arising out of this Agreement and/or the use by the External User of the IMSE, howeversoever caused, exceed the amounts paid by the External User to WU pursuant to this Agreement.

10. Prior to use of the IMSE, the External User shall submit to WU evidence that the External User has comprehensive general liability insurance satisfactory in scope, amount and carrier to WU. Such insurance shall name WU as additional insured as respects use of the IMSE by User.

11. The External User and his/her personnel agree to adhere to such reasonable regulations applicable to all users of its research facilities from time to time promulgated by WU.

12. The rights granted to External User pursuant hereto are personal to User and may not be assigned or sublet without the prior written consent of WU in its discretion.

13. Unless otherwise directed by WU in writing, the External User will acknowledge WU in any publication resulting from work undertaken by User at the IMSE. Any other use by User of the names “Washington University” or “Washington University in St. Louis” or any other protected trade names or trademarks of WU shall require the prior written approval of WU.
IN WITNESS WHEREOF, the parties have executed these presents the day and year first above written.

WU: THE WASHINGTON UNIVERSITY, on behalf of its Institute of Materials Science & Engineering

By:________________________
Name:
Title:

User: ______________________

By:________________________
Name:
Title: