

Individual User Agreement for Non-SFU Personnel

**To: Simon Fraser University / 4D LABS
 8888 University Drive
 Burnaby, B.C.
 V5A 1S6**

I, (insert full legal name) _____ am a(n) (check one) under-graduate, graduate, postdoctoral fellow, research associate at _____
 OR an employee of _____. SFU has agreed to grant me access to its research facility known as 4D LABS (“**4D LABS**” or the “**Facility**”) to pursue the following research _____ (the “**Activity**”).

I understand and acknowledge that the following provisions govern my use of the Facility, and I understand and agree to the following:

1. I acknowledge that 4D LABS is a community of professional and student researchers. As such, courteous, professional, responsible behavior is expected at all times. Access to the Facility is a privilege and may be revoked by 4D LABS at any time.
2. I will acknowledge 4D LABS in publications or presentations resulting from work performed using equipment or other support offered by 4D LABS.
3. 4D LABS may at any time, at its discretion, change, repair, and/or modify equipment within the Facility. SFU will, to the best of its ability, strive to uphold a well-maintained Facility and will do its best to ensure that any changes, repairs, and/or modifications to equipment within the Facility have minimal impact on the Activity.
4. SFU is granting me access to the Facility on an “as is” basis, and makes no representations or warranties as to the fitness of the Facility for the Activity or the fitness of purpose of data, materials and/or intellectual property obtained from the Activity.
5. I acknowledge that I am ultimately responsible for my own research and the 4D LABS does not in any way warrant or assure a project success. Propriety process with the potential to affect the research of others of the 4D LABS User Community or the general operation of the 4D LABS Facility are not allowed without the written authorization by 4D LABS management (e.g. no proprietary chemicals may be brought into the lab). Ownership of the rights in intellectual property resulting from my research shall be governed by the policies of Simon Fraser University. While 4D LABS provides lockable storage for user’s convenience, 4D LABS at Simon Fraser makes no guarantees for the security of my intellectual property or materials, while these materials and information are within 4D LABS.

6. I hereby confirm that:
- (a) I have successfully completed all necessary preparation and training and have all certifications required by SFU to use the Facility and to engage in the Activity, including but not limited to SFU's Environmental Health and Safety Laboratory Safety Training courses (including General Laboratory Safety, Chemical Safety, Spill Response, and Fire Safety), or equivalent WHMIS training;
 - (b) I will abide by all laboratory policies, as may be implemented by 4D LABS from time to time, including all safety protocols;
 - (c) although a general safety course and training on the safety of specific equipment is provided, I am solely responsible for the planning and performance of the Activity in such a way as to ensure my own safety as well as the safety of others in the 4D LABS user community;
 - (d) I will at all times maintain the integrity of the equipment;
 - (e) I have reviewed and will abide by SFU's Environmental Health and Safety Manual and any pertinent 4D LABS' User Safety Manuals, and am familiar with and will abide by all safety and emergency procedures for working within the Facility; and
 - (f) to the best of my knowledge there is no medical reason why I should not engage in the Activity.
7. For the safety of all users of the Facility, 4D LABS may determine at any time that I require additional training and I will not be permitted to use the Facility until such time as I have completed any additional training required, to the satisfaction of 4D LABS.
8. I am aware that working in a laboratory setting involves risks, dangers and hazards, including but not limited to any risks that may arise from loss of data, theft, as well as risks from dangerous or defective equipment or property, or personal injury which may include exposure to chemical, thermal, mechanical, radiological, electromagnetic and electrical hazards. I understand that it is my responsibility to learn about and understand the risks, dangers and hazards of working in a laboratory setting such as 4D LABS and that I may contact a staff member of 4D LABS if I require more information on these risks, dangers and hazards. I freely accept and assume all such risks, dangers and hazards and the responsibility of personal injury, death, property damage and loss resulting therefrom.
9. I, for myself and my heirs, executors and administrators, successors and assigns hereby remise, release and forever discharge SFU and its governors, officers, directors, servants, employees, agents, independent contractors, subcontractors, volunteers and representatives, and their heirs, executors, administrators, successors and assigns (as the case may be) who are in any way connected to the Facility or the Activity (each a "**Released Party**" and collectively, the "**Released Parties**"), of and from any and all manner of actions, causes of action, suits, proceedings, contracts, claims, demands and liabilities whatsoever, in law or in equity, which I ever had, now



have or may hereafter have against any of the Released Parties, with respect to any cause, matter or thing under or in respect of or relating to this Individual User Acknowledgment, my use of the Facility or my involvement in the Activity, save and except for any actions, causes of action, suits, proceedings, contracts, claims, demands and liabilities arising from the gross negligence or willful misconduct of any Released Party.

10. I hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all claims, demands, actions, causes of action, damages, losses, deficiencies, costs (including reasonable legal costs on a solicitor and own client basis), expenses, liabilities and administrative proceedings including, without limitation, claims arising by reason of any injury to or death of any person, or damage to any property, including consequential loss, which may be brought or made against any of the Released Parties with respect to any cause, matter or thing under or in respect of or relating to this Individual User Acknowledgment, my use of the Facility or my involvement in the Activity, save and except for any claims, demands, actions, causes of action, damages, losses, deficiencies, costs, expenses, liabilities and administrative proceedings arising from the gross negligence or willful misconduct of any Released Party.

I confirm that I am at least 19 years of age and that I have read and understood this Individual User Acknowledgment and accept its terms.

Signature

Date

Print Name

Affiliated Educational Institution or
Corporate Entity