

## EXTERNAL USER FORM: Application for In-Person Use of Facilities

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*External Users include persons who are not affiliated with Binghamton University, and BU faculty in connection with a consulting arrangement the faculty member may have with a commercial entity.*

### SECTION I: USER INFORMATION

<b>Name</b>	
<b>Phone</b>	
<b>Email</b>	

### SECTION II: ORGANIZATION INFORMATION

<b>Name</b>	
<b><i>Department / Division</i></b>	
<b><i>Room</i></b>	
<b><i>Street / PO Box</i></b>	
<b><i>City, State, Zip Code</i></b>	

### SECTION III: BILLING INFORMATION

<b>Contact Person</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Federal ID # / EIN</b>	
<b><i>Department / Division</i></b>	
<b><i>Room</i></b>	
<b><i>Street / PO Box</i></b>	
<b><i>City, State, Zip Code</i></b>	

**Payments:** Payments should be made payable to **The Research Foundation of SUNY** and mailed to: The Small Scale Systems Integration and Packaging Center, PO Box 6000, Binghamton University, Binghamton, NY 13902-6000; Attn: ADL Tax ID Number: 14-1368361

### SECTION IV: EXTERNAL USER POLICY

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The User warrants that they have been provided with and reviewed the ADL User Manual, posted on the ADL web page ([binghamton.edu/ADL](http://binghamton.edu/ADL)). The User has read, understands, and agrees to abide by the usage rules and safety provisions discussed in the ADL User Manual. S3IP has the right to immediately terminate this agreement and use of ADL-managed facilities in the event the User fails to comply with any of the conditions or rules contained in the ADL User Manual or fails to follow all rules and direction from S3IP personnel regarding the use of ADL-managed facilities.

While the User will be trained by ADL staff in the operation of the instruments required by their work, the User assumes all responsibility for their personal safety. It is expected that the User will operate all instrumentation in a safe and professional manner consistent with the operating instructions and the Laboratory rules as delineated in the ADL User Manual. The User represents that their knowledge and general laboratory practice is advanced enough to permit the safe pursuit of the project in question.

User acknowledges and understands that the ADL is a research-enabling facility. The User is solely responsible for the project progress and development, and Binghamton University and/or the Research Foundation of SUNY does not in any way warrant or assure a particular project result. The User agrees that they have no claim against Binghamton University and/or The Research Foundation of SUNY should the User not achieve the desired project results.

The User and their organization understand that their use of ADL-managed facilities is controlled by the policies of The Research Foundation of SUNY and Binghamton University. Specifically, all direct use of ADL-managed facilities by an individual and/or external organization is through the ADL User Program. Under this program, users obtain equipment time in ADL-managed facilities. Neither the University nor The Research Foundation of SUNY would make any claim to a company's intellectual property based solely on their use of ADL-managed facilities, provided that this Application is signed by the parties prior to such use. The ADL will provide equipment access and staff support on the use of said equipment. It is expected that external organizations bring their own skilled scientists to work in our laboratory alongside ADL staff. Under this agreement, users shall keep the details of their specific projects confidential, and do not ask for assistance in developing intellectual property. No help, other than assistance by ADL technical support staff, will be provided to users utilizing this approach.

The User, by completion of this Application, hereby warrants that they have had the opportunity to ask the ADL staff any questions they might have about the procedure, policies, rules and/or guidelines of the ADL, have received and understood the answers to those questions, and have fully read and agrees with this Application and Agreement.

## SECTION V: EXTERNAL ORGANIZATION APPROVAL

*(NOTE: the ADL will not approve an application with any changes to the wording of the following paragraphs.)*

**Relationship of Parties:** The User and their organization understand that they are not an employee of Binghamton University and/or The Research Foundation of SUNY and that Binghamton University provides no Worker's Compensation or other Liability coverage for the User's benefit. The User is deemed to be acting as a representative and employee of their organization during work at ADL-managed facilities and shall have no authority to bind Binghamton University and/or The Research Foundation of SUNY nor make any representations other than on behalf of User's Organization. User shall have no claim of title or interest in any piece of equipment.

**Indemnification:** The User and their organization assumes all risks, including death, and shall release, hold harmless, and indemnify Binghamton University and The Research Foundation of SUNY, their officers, agents and employees from any and all claims, damages, costs (including reasonable attorney's fees) and liabilities arising out of the User's use of ADL facilities other than those which result from the gross negligence of Binghamton University, and/or The Research Foundation of SUNY,

their officers, agents or employees. The User and/or User's organization shall immediately notify Binghamton University and/or The Research Foundation of SUNY of any Notice of Claim once Notice of Claim has been received. The User shall cooperate with Binghamton University and/or The Research Foundation in the defense of any claim at the User's sole expense. No claim shall be settled without the express authority of Binghamton University and/or The Research Foundation of SUNY.

**Insurance:** The User and/or User's organization shall have, in effect at all times, sufficient insurance to cover any claims that may be brought against the Research Foundation of SUNY and/or Binghamton University arising out of the User's use of ADL-managed facilities.

**User Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**User Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*(NOTE: Organizational approval must be by an officer of the organization with appropriate authority.)*

**Organization:** \_\_\_\_\_

**Officer Name:** \_\_\_\_\_

**Officer Title:** \_\_\_\_\_

**Officer Signature\*:** \_\_\_\_\_ **Date\*\*:** \_\_\_\_\_

\*By signing this agreement, the organization is providing institutional approval for the User named above. The organization may add additional organization employees to this approval, during the agreement period, via email notification to ADL staff, [ADL@binghamton.edu](mailto:ADL@binghamton.edu). Each individual User will sign a copy of the agreement as part of their orientation to the ADL.

\*\*This agreement will remain in effect for up to **5 years** from date of the officer signature.

*Updated — July 20, 2023*