**TEXAS WOMAN’S UNIVERSITY SYSTEM**

LAB USE AGREEMENT & RELEASE

(Individual Use)

This Lab Use Agreement & Release (the “Agreement”) is hereby entered into by **<Name of individual requesting use>** (the “User”), with the support of **<Sponsoring Organization, If applicable>** (the “Sponsor”) and the Texas Woman’s University System (the “University”). The User hereby requests permission to visit and/or engage in activities in laboratories at Texas Woman’s University the University from **<Expected Start Date>** to **<Expected End Date>** with the Department of **<TWU Department Name>** at Texas Woman’s University (“the University”) , under the supervision of **<Name of lab supervisor, PI, or Department Head>** (the “Lab Supervisor”) in connection with the following activity/program **<Provide a description of the research activity or project in which the individual is going to be involved>** (the “Project”).

In consideration of being allowed to use University lab facilities and equipment (the “Facilities”) for the Project the User and the Sponsor (if applicable) acknowledge, appreciate, and agree to the following:

1. The User agrees to review and comply with the University Chemical Hygiene Plan and all applicable procedures and protocols specific to the Facilities in question to include completing both the University Chemical Hygiene Plan training and all necessary laboratory-specific training prior to visiting a University laboratory, using University equipment, or engaging in any University laboratory and research-related activities. Proof of compliance is required before any University access is granted or University activities are performed. In addition, if the User will be conducting experimental procedures not already practiced in the Facilities, appropriate written protocols will need to be submitted to University Risk Management and approved by applicable research committees, including associated training for other users.
2. The User or their Sponsor agrees to pay the applicable fee, if any, on the attached fee schedule (the “Fees”).
3. The User and their Sponsor (if applicable) understand that the University may immediately terminate immediately their permission to use the Facilities if they fail to pay any Fees or if they fail to observe any rules or directions of University personnel in charge of the Facilities. The User and Sponsor (if applicable) understand that the use of the Facilities is subject to availability at the sole discretion of the University. The User further agrees to discontinue use of and presence in the Facilities and remove all of their personal property when asked to do so.
4. The User and Sponsor (if applicable) agree that this Agreement shall terminate unless a request for extension is submitted and approved in writing at least 30 days prior to the end date stated in the agreement. The User or the University can terminate this Agreement upon thirty (30) days written notice. However, in the event of material breach of this Agreement on the part of User, the University may terminate this Agreement immediately without notice.
5. The User, and not the University, is responsible for loss of or damage to any of their personal property within the University facilities or on University property.
6. User agrees that University Risk Management may enter the Facilities at any time and make inspection to determine conformity with this Agreement or for any other reason.
7. The User and Sponsor (if applicable) understands and agrees that the University disclaims and excludes all warranties concerning the Facilities and that the University does not guarantee the accuracy of any test results or other processes they may obtain from using the Facilities. The University’s total liability, and the User and/or Sponsors exclusive remedy for the University’s inability or failure to provide the Facilities or for any other claim whatsoever arising under this Agreement shall in no event exceed the Fees actually and timely paid by the User or Sponsor for such use.
8. User or Sponsor shall not injure, mar or in any way deface the Facilities and shall not cause or permit anything to be done whereby the premises shall be in any manner injured, marred or defaced and will not drive, or permit to be driven, nails, hooks, tacks, or screws into any part of the Facilities and will not make or allow to be made any alterations of any kind therein.
9. User agrees that all participants in the Project and guests of the User are under the direct and complete supervision and control of the User. As such, User is liable for all damages resulting from participant and/or guest utilization of the Facilities related to the Project. University assumes no responsibility for loss or theft of personal property of damage to personal property of User or any of its participants or guests.
10. The User and Sponsor (if applicable) agrees to release, indemnify, defend and hold harmless the University from any and all claims arising out of their use of the Facilities.
11. The User hereby warrants that User has sufficient training and/or experience with such facilities and equipment as contemplated to be used under this Agreement. The User understands, appreciates, and acknowledges there is a risk of injury from using the Facilities, including the potential for serious injury and death.
12. The User and Sponsor (if applicable) knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the University or others, and assume full responsibility for their use of the Facilities.
13. The User and Sponsor (if applicable), on behalf of themselves, their representatives and their next of kin, hereby release, indemnify, and hold harmless the University, its regents, officers, officials, agents and/or employees (the “Releasees”) with respect to any and all injury, disability, death, or loss or damage to person or property related to this Agreement and the parties’ performance thereunder, whether arising from the negligence of the University or otherwise, to the fullest extent permitted by law.
14. The User and Sponsor (if applicable) has read this release of liability for use of the Facilities, fully understand its terms, understand that they have given up substantial rights by signing it, and sign it freely and voluntarily.

The User and Sponsor (if applicable) shall maintain, each at its own cost, and provide proof of, insurance meeting TWU’s Third Party Insurance Standards ([www.twu.edu/media/documents/risk-management/TWU-Third-Party-Insurance-Standards.pdf](file:///C%3A%5CUsers%5Cksummers2%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CINetCache%5CContent.Outlook%5C7XCD35CX%5Cwww.twu.edu%5Cmedia%5Cdocuments%5Crisk-management%5CTWU-Third-Party-Insurance-Standards.pdf)). By requiring such minimum insurance, TWU shall not be deemed or construed to have assessed the risk that may be applicable to the User and/or Sponsor. Therefore, the User and/or Sponsor shall assess its own risks and, if it deems appropriate, maintain higher limits and/or broader coverages. The User and/or Sponsor is not relieved of any liability or obligations assumed or pursuant to the contract because of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

If User is not affiliated with an organization and/or is unable to secure the above insurance requirements, then User agrees to be directly responsible for all costs associated with damages or injuries for which they are responsible. Users will also be required to maintain at their own cost, and provide proof of, health/accident insurance coverage covering User.

1. Neither User nor Sponsor may assign or transfer this Lab Use Agreement or sublet any portion thereof without prior written consent of the University.
2. If at any time the uses of the Facilities by User violate any applicable policy of the University, or an ordinance or law of the City of Denton, County of Denton, State of Texas, or the United States of America, User shall either cease and desist from continuing such use or User may be required to surrender the Facilities forthwith upon demand of the University. The terms and conditions of this Agreement do not require University to relinquish its control of its Facilities to User whatsoever. University retains the right to require User, or any of its participants, guests, or subcontractors, to leave the Facilities and the University’s premises if the University in its sole discretion deems appropriate.
3. In the event that University buildings, property, or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this agreement impractical or impossible, User shall be obligated to pay the fees hereinafter stipulated only for those services, activities, and events which were provided to User. User hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this agreement
4. The Parties hereto shall comply with Chapter 2260, Texas Government Code, to the extent applicable to any disputes under this Agreement. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by User or Sponsor, (ii) neither the issuance of this Agreement by the University nor any other conduct, action or inaction of any representative of the University relating to this contract constitutes or is intended to constitute a waiver of the University’s or the state’s sovereign immunity to suit; and (iii) the University has not waived its right to seek redress in the courts.

I, the undersigned, am either at least eighteen (18) years of age and competent to sign on my own behalf, or if not at least eighteen (18), have had my parent or guardian also sign. I have read carefully and understand and agree to the terms and conditions of this Lab Use Agreement and Release.

LAB USER’S SIGNATURE

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Individuals under 18 years of age must have this agreement co-signed by their parent or guardian.

PARENT/GUARDIAN SIGNATURE (if applicable)

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SPONSOR’S SIGNATURE (IF APPLICABLE)

I, on behalf of the Sponsor, have carefully read and understand our Sponsor’s responsibilities and obligations and agree to the terms and conditions of this Agreement.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Note: This Page Is For Internal Use Only]**

**LAB SUPERVISOR, PI, AND/OR DEPARTMENT HEAD:** Please sign below to indicate your approval of the User (named on the attached Lab Use Agreement & Release) to use your lab facilities.

Recommended: Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved: Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RISK MANAGEMENT REVIEW:** This Risk Management review certifies compliance with lab safety and insurance requirements to allow requested access to University laboratories and equipment according to the scope of activities stated in the agreement.

Director of Environmental Health and Safety:

 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executive Director of Risk Management:

 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A APPLICABLE FEE SCHEDULE (Attached)**