

1.0 Purpose

- 1.1 This document describes the policies and administrative requirements for use of the laboratories of the Center for Nanoscale Systems.

2.0 University Policies

- 2.1 The User agrees to observe all applicable governmental, Harvard University, and CNS policies, rules and regulations that pertain to his/her conduct on campus and at CNS facilities. For more information, please see Harvard's website: www.harvard.edu.
- 2.2 The User agrees that CNS or the Harvard University may require him/her to leave CNS facilities if it believes that the User has violated a policy, rule or regulation, or if it believes that the User's conduct is inappropriate.

3.0 Reasonable Effort

- 3.1 The User and User's host institution acknowledge that User retains ultimate responsibility for his/her project progress and development and that neither CNS nor Harvard University in any way warrant or assure any results, commercial viability, merchantability, or usefulness of any particular project(s).
- 3.2 The User and User's host institution fully understand and agree that any work done, or services provided, by CNS and its employees are on a reasonable efforts basis. The User accepts full responsibility for the progress and results of his/her project(s).

4.0 Right to Make Changes

- 4.1 CNS reserves the right to amend, abridge, alter, delete, add, or change any CNS policies as deemed necessary by CNS with or without written notification.

5.0 Enrollment

- 5.1 Users must be enrolled in the CNS/NNIN User Program in order to use any facilities or tools at the Center for Nanoscale Systems.
- 5.1.1 Enrollment expires March 1 of every year. Re-enrollment is required for continued laboratory access. The Renewal Period for re-enrollment begins in February.
- 5.1.2 In the event that the User does not re-enroll in a timely fashion before the March 1 deadline, CNS is not responsible for delays in the restoration of facility access and scheduling that might result from re-enrollment outside the Renewal Period.

- 5.2 The User understands that he/she is not an employee of Harvard University and that Harvard University provides no Worker's Compensation or other liability insurance coverage for the User's benefit.
- 5.3 The User is deemed to be acting as a representative and/or employee of User's host institution for all purposes during work on a project in the CNS facilities.
- 5.4 The User must have his/her own health and accident insurance and Harvard 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.

6.0 Safety Requirements

- 6.1 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.
- 6.2 It is expected that the User will operate all instruments and equipment in a safe and professional manner, consistent with the operating instructions and the facility policies.
- 6.3 The User represents that his/her knowledge of laboratory practices is adequate to permit the safe pursuit of the research work in conjunction with the User's specific project.
- 6.4 CNS in conjunction with Harvard Environmental Health & Safety maintains a MSDS database. If a User wishes to bring any material, chemical, or biological agent into CNS lab space that is not listed on the MSDS database, they must complete a Material Request Form. Please see the Forms section of the CNS website.
- 6.5 Harvard University and CNS shall have the right to immediately prohibit further use by User if CNS, in its sole discretion, believes that the User has breached CNS or Harvard policies, is not properly trained, or is working in an unsafe manner.

7.0 Approved Projects

- 7.1 As part of CNS enrollment, Users must provide a project description adequate to understand the laboratory requirements and safety consequences of the proposed activity.
- 7.2 The User, as well as the User's host institution, understands that the use of CNS facilities is controlled by the provisions of the CNS/NNIN program through which he/she has a project. Facility use shall be provided only for research work in conjunction with specific projects approved under the CNS/NNIN program.

7.3 A description of the work approved under the CNS/NNIN program and proposed to be performed at CNS 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 CNS.

8.0 Requirements for Use of Federally-Funded Laboratory

8.1 Background

8.1.1 CNS operates as a regional laboratory facility partially funded through the NSF NNIN program. This funding subsidizes the operation of the laboratory and reduces User fees. In light of this support, all Users of the facility must agree to acknowledge the NSF as a sponsor in publications, and must agree to respond to annual requests for lists of publications and similar output.

8.2 NSF Acknowledgement Requirement

8.2.1 CNS facility Users are required to acknowledge the Center for Nanoscale Systems and the NSF's National Nanotechnology Infrastructure Network (NNIN) in any publications or presentations that result from work performed in whole or in part in the CNS/NNIN facilities, or with assistance from CNS staff.

8.3 Annual Reporting

8.3.1 All publications, presentations, journal covers and patents resulting from the use of CNS facilities or through assistance from CNS staff must be reported to the CNS administrative office. Listing of publications etc. shall be entered via the CNS User Portal webpage.

8.3.2 Submission of an annual report for active projects is required by NSF as a provision of the NNIN program. All Users must provide if requested a summary of work accomplished during the year.

8.3.2.1 This report is submitted to the NSF for use in presentations, typically in slideshow format.

8.3.2.2 The report should not contain confidential information, as it may be used in presentations to illustrate the range of research topics at CNS. The User's host institution also acknowledges that its identity may be made public in presentations and other materials describing CNS and the NNIN.

9.0 Training and Certification

- 9.1 Users must complete Training (receipt of instruction) and Certification (demonstration of competence) before being allowed to use any instrument.
- 9.2 Training and Certification for all CNS facilities and tools must be conducted by CNS staff.
 - 9.2.1 Training consists of instruction.
 - 9.2.2 Certification results from successful completion of Training and testing of proficiency.
 - 9.2.3 Upon the completion of training and certification, User status will be granted for that particular facility or tool.
 - 9.2.4 Training does not guarantee Certification.
 - 9.2.5 CNS Certification is required even if the person is allowed to use a similar tool at another facility or institution.
 - 9.2.6 Certification may be for either M-F 9-5pm, or 24/7 at the discretion of the tool owner (staff member).
 - 9.2.7 Retraining and/or recertification may be required if a User has not used a specific facility for a long period of time or if tool owner observes evidence of inadequate knowledge of tool operation. It is the decision of CNS staff to determine the need for retraining and certification.

10.0 Modes of Instrument Use

- 10.1 *Direct Use* is conducted by certified users who operate instruments without staff support.
- 10.2 *Assisted Use* is instrument use where a CNS staff member operates the instrument, and the User attends and observes, or vice versa in the case of training certification. User is billed for the full costs of the instrument time and the staff time used. User does not require instrument certification.
- 10.3 *Remote Use* is instrument use where a CNS staff member operates the instrument, and the User is not in attendance. User is billed for the full costs of the instrument time and the staff time.

11.0 Instrument Scheduling

- 11.1 Users may use tools either through “walk-up” access of unreserved instruments, or by creating and claiming a reservation.

- 11.2 Users may only make reservations for equipment which they have been certified to use.
- 11.3 Users are prohibited from scheduling time for another user or using a reservation made in another's name, even if they are members of the same research group or have the same affiliation.
- 11.4 All Users are prohibited from giving out their CNS User Name and/or password for use by other users
 - 11.4.1 Because security of our laboratories is an essential aspect of our safety operation, CNS reserves the right to deny access to any User in the event of a willful breach of this policy.

12.0 Laboratory Access

- 12.1 Only those officially authorized by the CNS administrative office may enter any CNS laboratory, including escorted visitors.
- 12.2 The safety equipment requirements for each CNS room are posted on the door. Anyone entering the room must fulfill all these requirements, for example wearing safety glasses.
 - 12.2.1 No food or drink may be brought into a CNS laboratory or consumed while using any CNS tool.
- 12.3 To receive electronic access to any CNS lab space, a person must be a fully enrolled, active CNS/NNIN User, who has been both Trained and Certified by a CNS technical staff member on an instrument in that room and/or lab/facility that is to be entered.
 - 12.3.1 Many CNS laboratories require the completion of a room safety orientation before access will be allowed.
 - 12.3.2 Access to some specialized rooms requires additional steps and training beyond room orientation. Any additional requirements, protocols, or policies listed in the Safety section of the CNS website are incorporated into the CNS/NNIN user Program.
- 12.4 All CNS laboratories require passing a card reader or iris scan to enter.
 - 12.4.1 All users must always use their own card to swipe entry, and are prohibited allowing any other user to enter using their card.
 - 12.4.2 Harvard Users will have these room access privileges added to their Harvard ID card.

12.4.3 Non-Harvard Users must contact the CNS Administrative Office in order to obtain a swipe card.

12.4.4 All Users must report to the CNS Office for registration in the Iris Scan access system, to be given only after access to a tool contained in an iris-controlled facility has been obtained through Training and Certification.

12.4.5 For CNS areas with card swipe or iris scan systems, each person entering (except for Escorted Visitors) must enter with own card/eye scan.

12.4.6 Most CNS laboratories and surrounding common areas employ video recording for monitoring and security purposes.

12.5 Escorted Visitors

12.5.1 In rare cases, one-time visitors who are not CNS Users may be allowed escorted access to laboratories, for example to observe an experiment.

12.5.1.1 CNS may, at its sole discretion, refuse any proposed visitor or set of visitors for safety, logistical, or other concerns.

12.5.2 Users wishing to escort a visitor must complete a “Visitor Request Form” and have it reviewed in advance by a laboratory CNS staff member. If that staff member agrees to allow the visit and to monitor the visitor and escort, the approved form must be delivered by the CNS Admin office for final approval.

12.5.2.1 The staff member signing for an Escorted Visitor must be one who will be present in the area of the labs during the entire visit, and to whom the Visitor’s arrival and departure at CNS facilities will be reported.

12.5.3 Escorted visitors must abide by all posted safety requirements for room entry.

13.0 Instrument Log-In

13.1 Many CNS instruments are electrically interlocked and require a username and password to activate.

13.2 Users may not log into any instrument using the username and password of another User.

13.2.1 This prohibition applies even to Users who share an organization, project, or funding source.

- 13.3 Users may log into inactive instruments with no immediately pending reservations. This is termed “walk-up usage”.
- 13.4 Users with reservations may claim them by logging in at the reserved start time.
 - 13.4.1 Users may claim their reservation up to 10 minutes prior or 20 minutes after the scheduled start time.
- 13.5 Users are required to properly and accurately enter all information requested in facility/tool logs.
- 13.6 Users are required to note any problems or irregularities with the facility or tool’s operation during their session in the logbook and also to notify CNS staff.
 - 13.6.1 This is to allow CNS staff to respond quickly to problems and keep issues from getting worse and causing more down time.
 - 13.6.2 Notification of a tool irregularity to a technical staff member is not sufficient to avoid a billing charge for the instrument time – see Billing Policies below.

14.0 Billing Policies

- 14.1 CNS financial operations are guided by the University’s policy for Service Centers – specialized organizations serving large communities on a fee-for-service basis.
 - 14.1.1 In accordance with Harvard University policy, instrument fees are based on the operational costs of each instrument, particularly consumables, maintenance, and staff support.
- 14.2 Users are billed monthly for equipment usage according to published fee schedules for users from academic and non-academic institutions. These fees are expressed as dollar-per-hour for most instruments and dollar-per-day charges are also applied for access to certain laboratories.
 - 14.2.1 User fee schedules are available on the CNS website.
- 14.3 User or Institution has 10 days from date of invoice in order to make contact with the CNS Administration Group at the email address: info@cns.fas.harvard.edu, to officially dispute the accuracy of an invoice or specific charge. After 10 days from the date of invoice, the charge is considered accepted and acknowledged and will not be altered.

14.4 Instrument Time Billing

14.4.1 Time increments for equipment are hours, half-hours, or quarter-hours depending on the instrument or facility.

14.4.2 Time used is rounded up to the nearest increment.

14.4.2.1 For example, the LISE Cleanroom time is rounded up to the nearest full hour.

14.4.3 Users may apply to rescind charges for instrument time that was not usable due to circumstances beyond the user's control, for example

14.4.3.1 If a facility malfunctions due to reasons beyond the User's control (not a crash or error caused by the user), the User must complete and submit a CNS User Fee Waiver Form.

14.4.3.2 Other examples include a building evacuation, severe inclement weather preventing access to the facilities, or a tool reservation being rendered unusable due to a malfunction in another tool.

14.4.3.3 NOTE: Entries in comments fields in either the CLEAN Systems logs or Scheduling Tool entries are not considered valid requests to waive or alter billing for a session. These fields are used solely by the technical staff to better see an instrument's performance over time, and are not read by the Admin staff. No billing adjustments will be made based solely upon entries in the CLEAN System or Scheduling Tool.

14.5 Room Entry Billing

14.5.1 Time increments for laboratories are days or hours.

14.5.2 Facilities that charge a per day fee use an actual calendar day as basis of charge. A day is 12:00 am to 11:59 p.m.

14.5.2.1 If a User enters a per-day-fee facility from 6 – 10 am and then returns from 9 – 11 pm, they are charged for 1 day.

14.5.2.2 If a User enters a-per-day facility at 11:58 pm steps out at midnight and returns at 12:01 am, they are charged for 2 days.

14.6 Reservation Time Billing

14.6.1 Use will be billed for all reserved instrument time that is not canceled prior to deadline, and for actual use that extends beyond the reservation.

- 14.6.2 If a User does not log in for the time they reserved on a CNS facility or tool on the CNS Scheduling Tool, they will be charged for the unused reservation. This charge is not subject to the monthly cap.
- 14.6.2.1 Unused reservations deprive other Users of opportunities to use the equipment and are contrary to the NSF-led mission of the Center to optimize use of shared equipment for scientific research.
- 14.6.2.2 As such, if the uncapped fees incurred are not sufficient to prevent recurring “No Show” reservations by a user, additional penalties may be levied at the sole discretion of CNS.
- 14.6.2.3 Penalties may include suspension of access to the facility in question, a requirement to prove perusal and comprehension of all CNS User Policy documentation, or full account suspension depending on the severity and number of offenses.

14.7 Fee Waivers

- 14.7.1 Requests to void a charge for a missed reservation may be submitted via the “Fee Waiver” form.
- 14.7.2 The form must include an appropriate reason for missing the reservation, and must be approved by both the staff member in charge of the instrument and a CNS administrator.
- 14.7.3 Requests to cancel a reservation after the cancelation deadline but before the start time must be made to the CNS administrative office.
- 14.8 Users will be billed according to the account or purchase order number provided on their CNS/NNIN User Program enrollment forms unless a prior arrangement has been made with the CNS Administrative Office. The enrollment forms trump any entry on the CNS Scheduling Tool.

- 14.8.1 If Users need to change their billing information prior to the annual CNS/NNIN User Program Renewal date (March 1st of every year), they must complete and submit a Change of Billing Information Form.

15.0 Training

- 15.1 Instrument training sessions are billed at a rate proportional to the hourly tool cost and staff member time.
- 15.1.1 Group training rates are shown at time of reservation.
- 15.1.2 Individual training is billed identically to On-Site Assisted Use.

15.2 Once a reservation is made for a training event, the User is responsible to pay the training fee whether the training is attended or whether the user subsequently passes the certification.

15.2.1 Training reservations may be canceled up to 24 hours in advance.

15.3 For all trainings which occur in a facility that charges an access fee, the access fee still applies (for example, the LISE Cleanroom).

16.0 Payment

16.1 Any non-Harvard organization sending a User to CNS is responsibility for payment to the CNS for training, materials costs, and fees incurred by the User for use of CNS facilities.

16.2 CNS shall invoice the host institution for costs incurred, and payment in full shall be made by the user's host institution within thirty (30) days unless otherwise agreed to in writing.

16.3 The users of any institution delinquent in payment will be suspended from further laboratory use until payment is received.

16.4 No terms in any form prepared by User or host 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.

16.5 NOTE: CNS bills for time and material and not on a fixed cost basis. CNS will invoice for the total amount billed without regard to the total dollar value of a purchase order or not to exceed amount associated with it. The host institution is bound to pay the total amount per the signed Memorandum of Understanding (MOU) signed at the time of enrollment.

16.5.1 Internal Harvard University users, while not using a purchase order to secure use of CNS services, are still bound by the provisions of 16.5 and are not permitted by set fixed cost spending ceilings for users, PI's, or projects.

16.6 Due to the trial-and-error nature of scientific research, CNS is not bound to either provide or honor any quotes regarding pricing for a particular project or activity. The per unit cost of instrumentation is available via the posted rate sheets, but the time is variable and unknowable.

17.0 Security of Property

17.1 Users are responsible for their personal property, which may include devices, cell cultures, masks, wafers, notebooks, chemicals, glassware, and other supplies and,

as noted below, any intellectual property or proprietary or confidential information that resides thereon.

17.2 CNS provides limited, unsecured storage as a courtesy, but CNS makes no guarantee against unauthorized access. Users must agree to abide by all material storage policies including labeling and understands that items not in compliance with storage policy may be dispositioned at the discretion of CNS Staff.

17.3 CNS staff will conduct periodic inventory of materials in the chemicals. User chemicals and other items must be properly labeled during these inventories or will be declared abandoned and discarded.

17.3.1 Ample time will be provided for Users to identify their property and no compensation will be provided for any discarded materials.

17.4 If a User ceases to be affiliated with CNS they are responsible for removing any personal property within 30 days, or it may be dispositioned at the discretion of CNS Staff.

18.0 Liability

18.1 The non-Harvard organization sending a User to CNS 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 CNS facilities unless otherwise agreed in writing.

18.2 All Users knowingly assume all the risks and responsibilities surrounding his/her use of and access to CNS facilities.

18.3 The User and their host institution understand that use of CNS facilities may involve exposure to potentially hazardous conditions including, but not limited to, chemical, mechanical, electrical, thermal, and radiation hazards.

18.4 The User and their host institution shall release, hold harmless and indemnify the Harvard 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 CNS facilities other than such as results from the gross negligence of Harvard University, its current or former officers, faculty, staff, representatives, volunteers, employees, students, other trainees or agents, and current or former members of its governing boards (collectively, "UNIVERSITY INDEMNITEES").

18.5 The Harvard University and UNIVERSITY INDEMNITEES shall hold no liability with respect to any loss, damages or claims incurred by the User or user's host institution in connection with the User's use of the facilities described.

18.6 The non-Harvard organization sending a User to CNS 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.

19.0 Intellectual Property

19.1 CNS operates as a shared-use facility, and the Harvard University shall make no claim to co-own User-created intellectual property based solely on the User's use of the Harvard University's facilities. However, the User and User's host institution acknowledge that the commercial viability of any device or technique developed at CNS facilities is subject to the existing intellectual property rights of the Harvard University and other third-party rightsholders. The Harvard University makes no guarantee that devices or techniques developed at CNS facilities are not covered by its own or a third party's intellectual property. The User and the User's host institution further acknowledge that Harvard University may claim partial ownership of intellectual property that the User co-develops with CNS staff or other Harvard University personnel.

20.0 Confidentiality

20.1 The User and User's host institution further acknowledge that Harvard University and CNS Staff have no obligation to preserve the confidentiality of information User or User's host institution may disclose to CNS Staff unless agreed upon in writing at the time of the disclosure.

20.1.1 Information provided as part of the CNS/NNIN User Program enrollment process will be used solely for the administration of the User Program and in required reports to the NSF.

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