

CORE BioLab - Usage Policy

The San Jose BioCenter is pleased to provide the Bay Area with a bio-analytical laboratory, a research facility within the San Jose BioCenter. The goal of this facility is to provide emerging technology companies “the big company advantage”; to provide research instrumentation and instrument that emerging technology companies do not have the capital to buy today. The CORE BioLab houses several different instruments including Flow Cytometer, Luminometer and Fluorescence Microscope.

The following outlines the general parameters for access and usage of the instruments in the CORE BioLab.

Gaining Access:

1. All users must read and sign the relevant SOP before using any instrument in this laboratory.
2. All users must either demonstrate proficiency on the particular instrument or receive training from BioCenter staff. See training schedule for details.
3. Instrument time may be reserved in ½ hour increments. Please use the SJ BioCenter GRID for requesting reservations.
4. Requests are reviewed on a first-in first-out basis.
5. If applicable, blocks of time will be billed as per reservation regardless of actual use unless 48 hour advance written notice is received. All cancellations are subject to a 1 hour charge.
6. All time requests and cancellations must be made to Dr. Richard M. Fronko [richard@sjbiocenter.com].
7. Once trained and certified by BioCenter staff, users will be given access to the room with a card key. Each user is responsible for accurately documenting in the “Instrument Log Book” the actual amount of time spent and the number and types of samples performed on machine. Where appropriate, **a username and a password** will be set up for each company requesting to use the instrument.
8. All users will have a \$500 security deposit hold on their credit card. Security deposit and payment can also be made by check or cash. Credit card usage will also be billed a 5% bank processing fee.
9. Billing will occur on a monthly basis. Payment terms are due upon receipt.
10. All users of the CORE BioLab must sign and accept the terms of the Use and Safety Agreement as outlined below.
11. Agreement terms are subject to change without notice.

Lab Use and Safety Agreement

Use of the San Jose BioCenter’s CORE BioLab is a privilege and not a right. All users must follow good laboratory practices when working in these or any labs. In general, use the following to maintain a safe and productive lab.

1. Plan experiments ahead of the scheduled instrument time, when possible.

2. Ensure you have all proper materials and equipment to run the planned experiments.
3. Ensure you have sufficient time to perform all planned experiments.
4. When the experiments are completed, clean up completely the instrument and work area. Leave the lab in as good a condition as you found it.
5. Remember to sign the log book.

Indemnification.

Users shall indemnify, defend and hold harmless the San Jose BioCenter, its members, their officers, guarantors, directors, employees and agents, any entity having a security interest in the Space or the Premises, and its and their employees and agents (collectively, "Indemnitees") from and against any claims, damages, costs, expenses, (including an amount equal to reasonable attorneys' fees), losses, liabilities or obligations arising out of or in any way connected with this Usage Agreement including, without limitation, claims, damages, costs, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons arising out of Licensee's use of the Space.

As insurance is available to protect it, and as long as such waiver does not violate public policy, User(s) hereby waives all claims against the San Jose BioCenter and Indemnitees for damage to any property or injury to or death of any person in, upon or about the Space or the Premises arising at any time and from any cause.

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Worker's Compensation and Employers' Liability:

- Workers' Compensation insurance as required by the State of California
- Employers' liability insurance for injury or death \$1,000,000 each accident.

Commercial General Liability:

1. General Liability:
Including operations, products and completed operations as applicable, \$1,000,000 per occurrence/\$2,000,000 policy aggregate for bodily injury, personal injury and property damage.
2. Automobile Insurance: \$1,000,000 per accident for bodily injury and property damage.
Coverage shall: By "additional Insured" endorsement add as insured **the State of California, the California State University, the Trustees of the California State University, San Jose State University, the San Jose State Research Foundation and the officers, employees, volunteers and agents of each of them (all of which are hereinafter referred to as "State")** with respect to liability arising out of or connected with the work performed by or for the contractor.

The certificate of insurance shall provide:

- (a) that the insurer will not cancel the policy holder's coverage without thirty (30) days prior notice to the campus;
- (b) **that the State of California, the California State University, the Trustees of the California State University, San Jose State University, the San Jose State Research Foundation and the officers, employees, volunteers and agents of each of them (all of which are hereinafter referred to as "State") with respect to liability arising out of or connected with the work performed by or for the contractor** are included as additionally insured entities, but only insofar as the operations under the contract are concerned;
- (c) That **State of California, the California State University, the Trustees of the California State University, San Jose State University, the San Jose State Research Foundation and the officers, employees, volunteers and agents of each of them (all of which are hereinafter referred to as "State")** shall not be responsible for any premiums or assessments on the policy.

Information should be sent to

San Jose State University Research Foundation
Attention: Norma Rossiter
210 North 4th Street
San Jose, CA 95113

I understand that I am responsible for working cautiously and carefully around the BioLab instruments for my own personal safety, the safety of others, and the safety of the equipment.

I will immediately notify others working near the BioLab instruments of any dangerous situation, and I will contact the San Jose BioCenter staff as soon as possible.

I will follow all training and usage procedures regarding the specific BioLab instruments, and I will request additional training from the San Jose BioCenter whenever I have questions or concerns.

I will present the instrument manager with a written experimental plan for approval prior to performing any experiments that require non-routine equipment or special conditions to be used.

I understand that it is my responsibility to follow these safety rules and that any damage to the instrument caused by failing to do so will be my fiscal responsibility.

Failure to follow these rules will result in immediate suspension of CORE BioLab access privileges, which will only be restored after discussion with the San Jose BioCenter.

Terms and conditions set forth in this Agreement are subject to change with or without notice.

I have read the San Jose BioCenter's CORE BioLab Use and Safety Agreement. I understand the contents, and agree to comply with the Agreement.

Use and Safety Agreement

Signature: _____

Name: _____

Title: _____

Date: _____