

## **ICCB-Longwood Screening Facility Use Agreement**

Your right to conduct experiments at ICCB-L is solely at the discretion of the ICCB-L Directors and ICCB-L Scientific Advisory Committee. If necessary, the Directors will have the right to limit Your access to ICCB-L and the technical support provided.

You acknowledge that You are aware ICCB-L fees and associated F&A are revised annually based upon the Harvard Fiscal Year (July 1 – June 30). The fee structure is updated on the ICCB-L website as soon as it is available. Charges are based on the screening fee at the time of service, not a previously provided estimate or price structure from a previous fiscal year.

If You are not employed by Harvard, You represent that the institution with which you are affiliated is responsible for providing any environmental, health and laboratory safety training required by law or regulation with respect to the work that you intend to conduct at ICCB-L. This training may include, but is not limited to, laboratory safety, biosafety, chemical safety, hazard communication, spill prevention, occupational exposure to bloodborne pathogens, hazardous waste management and personal protective equipment training. By agreeing to this document, You acknowledge that You have completed all training applicable to the work that You intend to conduct at ICCB-L.

ICCB-L procedures, methods, databases and tools are limited in purpose and are experimental. Harvard expressly disclaims any and all implied or express warranties and makes no express or implied warranties of merchantability or fitness for any particular purpose of such procedures, methods, databases and tools or any assistance, equipment or information supplied by Harvard, ICCB-L or their employees.

You shall be responsible for Your own acts in Your use of ICCB-L facilities. In no event shall Harvard, ICCB-L or their employees be liable for any indirect, special, punitive, incidental or consequential damages (including, without limitation, damages for loss of profits or expected savings or other economic losses, or for injury to persons or property) arising out of or in connection with this agreement or its subject matter, regardless of whether Harvard or ICCB-L knows or should know of the possibility of such damages. The aggregate liability of Harvard, ICCB-L and their employees for all damages of any kind relating to this agreement of its subject matter shall not exceed the amount paid by you or the institution(s) with which You are affiliated to Harvard under this agreement. The foregoing exclusions and limitations shall apply to all claims and actions of any kind, whether based on contract, tort (including but not limited to negligence), or any other grounds

You agree to acknowledge the support of ‘the ICCB-Longwood Screening Facility at Harvard Medical School’ in publications arising from your use of the facility. If an ICCB-L member has made an important intellectual contribution to the project, as determined by generally accepted criteria for academic collaborations, then that person should be considered for authorship on the publication. If your project was supported by a grant that also directly supports the ICCB-L, please consult the ICCB-L Directors regarding the appropriate grant citation.

You agree to make ICCB-L aware of publications that result from work conducted in or supported by the ICCB-Longwood Screening Facility.

Questions regarding this agreement can be directed to Jennifer Smith (Jennifer\_smith@hms.harvard.edu).