

University of Oklahoma
Bioprocessing Core Facility
External User Acknowledgment Form

In consideration for using the services of the Bioprocessing Core Facility, including the opportunity to use equipment in the Bioprocessing Core Facility, the External User hereby agree as follows:

A. Liability

1. The External User shall indemnify, defend, and hold the University, its Regents, officers, employees, students, volunteers, agents and representatives harmless from and against liability for any and all claims, demands, damages, liabilities, fines, penalties, losses, expenses, costs, and fees of any nature, including but not limited to, bodily injury, death, personal injury, illness, product liability, and property damage, arising from the External User's use of the Bioprocessing Core Facility. The University will give the External User notice of any claim it receives within ten (10) business days of receipt of a claim by the University.

3. The External User hereby agrees to release, waive, forever discharge, indemnify and covenant not to sue the University, its Regents, officers, employees, students, volunteers, agents and representatives for any and all loss, damages, claim, demand, action or right of action, arising from the External User's use of the Bioprocessing Core Facility.

3. The University makes no representations and extends no warranties of any kind, either express or implied, including without limitation warranties of merchantability or fitness for a particular purpose, and assumes no responsibility whatever with respect to the External User's use of the Bioprocessing Core Facility. All services and equipment are provided "AS IS."

4. The University shall not be liable in all events for any consequential, special, incidental or indirect damages arising out of the External User's use of the Bioprocessing Core Facility even if the University has been notified of the possibility thereof.

B. Insurance

1. The External User shall, at its sole expense, carry and maintain a policy of comprehensive general liability insurance, including without limitation, bodily injury and death, and property damage, as follows: A limit of \$1,000,000 for bodily injury (including death), \$1,000,000 for personal injury and \$1,000,000 for property damage.

2. The External User shall include in its insurance policy "the Board of Regents of the University of Oklahoma" as a certificate holder and submit such certificate of insurance to the University within a reasonable time after execution of this Acknowledgement Form and before commencing any use of the Bioprocessing Core Facility.

C. Use

1. The External User shall comply with all rules, regulations and policies applicable to the University and the Bioprocessing Core Facility, including but not limited to the Bioprocessing Core Facility

Operation Rules and Regulations, which is published on the Bioprocessing Core Facility's website and may be updated from time to time.

2. The External User shall conduct its use of the Bioprocessing Core Facility with accepted professional standards and will exercise reasonably best care for the equipment of the Bioprocessing Core Facility. At the University's option, the External User shall promptly pay for or reimburse the University for all repairs to any equipment damaged during the External User's use of the Bioprocessing Core Facility or if unable to be repaired, to replace such equipment with equipment of similar value and specifications.

3. The External User shall pay for its use of the Bioprocessing Core Facility in accordance with the Bioprocessing Core Facility Fee Schedule, which is published on the Bioprocessing Core Facility's website and may be updated from time to time.

D. Acknowledgement

1. Acknowledgement of the Bioprocessing Core Facility is encouraged and appreciated. The External User may acknowledge the Bioprocessing Core Facility in public statements, reports and other print and online publication in accordance with the Bioprocessing Core Facility Acknowledgment Requirement, which is published on the Bioprocessing Core Facility's website and may be updated from time to time.

The External User

Entity Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____