Indian Nanoelectronics Users Programme (INUP)
Agreement/ Terms and Conditions

Whereas, the Department of Electronics and Information Technology (DeitY), Ministry of Communications and Information Technology (MCIT), Government of India has supported for institution of a programme viz. the “Indian Nanoelectronics Users’ Programme,” hereafter called INUP, at the Indian Institute of Technology Bombay (IITB) to facilitate and provide financial support (fabrication/characterization cost, travel and stay) for researchers from academia to undertake their work at the Nanofabrication facility (IITBNF). Apart from the above users the fabrication/characterization would be facilitated at subsidized charge for other external users.

And whereas, Mr./Ms/Prof./Dr._________________________________________________ is a participant (academia/other external user), hereinafter referred to as “USER”, in the said programme. This indenture is signed by the USER in acceptance of the terms and conditions stated hereinafter for participation in INUP.

[The USER certifies that the research work submitted for fabrication/characterization utilizing the facilities of (IITBNF), IITB:

a. is for USER’s own academic research and there is no association/involvement of any third party.

b. is in collaboration with a third party as declared in the application submitted for utilizing IITBNF facilities.]*

*for users from academia only.

Terms and conditions for participation in the INUP:

1. The USER hereby expressly agrees that the INUP, IITBNF, IITB, DeitY and their faculty members, officers, advisers, consultants, students and employees would not be responsible for any claims, damages, costs (including lawyer’s fee, medical hospital costs, etc.) and liabilities to the USER, his/her Institution/Organization and any third party(ies), during and/or after his/her participation in INUP.

2. The USER shall duly acknowledge the support provided by INUP for carrying out this research work at the IITBNF, IITB in all publications, patents, copy right, or any
application for grant of Intellectual Property Rights. The acknowledgement should be as follows;
“A part of the reported work (fabrication/characterization) was carried out at the IITBNF, IITB under INUP which is sponsored by DeitY, MCIT, Government of India”.

3. The USER acknowledges and understands that IITBNF at IITB is a research enabling Centre and INUP is a promotional programme for facilities research and process/product development, the ultimate responsibility for the progress of his/her research, development and project is solely of the USER's own and IITB and/or DeitY do not in any way assure progress and a particular result. The USER shall indemnify INUP, IITBNF, IITB, DIT and their faculty members, officers, advisers, consultants, students and employees from any such claim by any third party including the USER's employer.

4. The USER is aware that the IITB and DeitY are subject to the regulations under Right to Information Act 2005. The USER understands and accepts that IITB and DeitY shall not be held liable for the disclosure and/or copying of data or information which IITB and/or DeitY determine cannot be withheld lawfully or which the office of Chief Information Commissioner or other Information Commissioners or a Court require disclosure of. Such disclosure may also include any/all information, including information deemed confidential in nature, disclosed at the stage of application for using the facility and/or during utilization of the facility at IITBNF, IITB.

5. The USER agrees to abide by all rules and regulations applicable to IITB personnel during his/her stay in the IITB campus for completing his/her work.

6. The USER agrees not to use IITB or DeitY (MCIT) on any advertisement, product or service that is directly or indirectly related to this Agreement, nor imply or represent in any way that IITB and/or DeitY, endorses its products or services.

7. The USER understands that both INUP and IITBNF, IITB are funded by DeitY, (MCIT) under certain terms and conditions, and the same shall apply to the USER’s project/research work.
8. The USER has represented that he/she has been provided with required training on equipment or instrument usage, processes, safety including fire safety and agrees to abide by the rules, procedures and safety provisions. Also, USER has been provided fire safety training.

9. The USER will be trained in general chemical safety before being allowed to use chemicals and in the operation of the particular processing instruments required by his/her work. However, the USER shall be primarily responsibility for his/her personal safety and also about the safety of his co-workers in the laboratory, if any. The USER agrees that he/she shall operate all instruments and equipment in a safe and professional manner, consistent with the operating instructions and laboratory rules.

10. The USER agrees that his/her knowledge of chemistry and general laboratory practice is advanced enough to permit the safe pursuit of the present project.

11. The USER and his/her institution/organization understand that he/she is not an employee of IITBNF, IITB. The USER agrees not to put forward any such claim or represent so at any time during or after participation in INUP.

12. The USER should get the prior approval from “Faculty Oversight Committee” of the IITBNF if they intend to bring samples/mask plates which are processed outside IITBNF labs. If the request is approved by the committee, it is the USER’s’ responsibility to take care of his/her samples/mask plates. IITBNF will not be held responsible for any damages or loss of USER’s samples/mask plates.

13. If the USER is not able to start his/her approved project within a period of 6 months from the date of approval, the project stands cancelled automatically. If the USER wants to start the approved project after the deadline, the USER needs to resubmit the proposal with appropriate updates.

14. USER agrees that INUP shall not be responsible for any medical expenses that the USER may incur at any time during or after the participation in INUP. In case of any accident
taking place in the IITBNF facility during user’s stay in the facility or campus, IITB does not have any liability (or insurance coverage) for the users.

Signed by the above named USER on this ______ day of ______ at ______________.
Sd/-

USER Name
Address:

Principal Investigator:
Address:

Signature and Seal of the Head of the Institute

---------------------------------

Witnesses
1. Name
   Address
   Signature

2. Name
   Address
   Signature