

**MTL OUTREACH PROGRAM  
APPLICATION FORM**

Please complete this form and mail it to:

MTL Associate Director, Operations  
Massachusetts Institute of Technology  
Microsystems Technology Laboratories  
Room 39-219  
Cambridge, MA 02139

Name of Principal Investigator:

Address:

e-mail:

Telephone:

FAX:

Project Title:

In a separate sheet, please attach a description of the project, including types of processes and machines to be used, as well as the estimated time required for completion.

Name, and e-mail of all personnel who will utilize the process facilities of the MTL:

Funding source for the work to be done in MTL:

PO Number:

Issuer:

Amount:

\_\_\_\_\_  
Applicant (Principal Investigator)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant (Participant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
MTL Associate Director, Operations

\_\_\_\_\_  
Date

By signing this application form, the Applicant and his/her parent organization agree to abide by all MIT and MTL rules and regulations, including the Intellectual Property rights (described below); and understand that use of MTL may involve exposure to potentially hazardous conditions (see below). MTL reserves the right to disclose in its formal communications the participation in the Outreach Program of any university or laboratory, in statistical or individual basis, as necessary.

## **INTELLECTUAL PROPERTY**

While the primary purpose of the Outreach Program is not the generation of MIT-owned intellectual property, when MIT personnel make significant technical contributions to the non-MIT project, these contributions should be recognized. Accordingly, the principal investigator and any additional personnel who participate directly in an approved project under the MIT Outreach Program (referred to as OUTREACH PARTICIPANT in the sections below) should be aware that MIT may have a right to shared ownership of those portions of the project to which significant intellectual contributions are made by MIT personnel.

**Intellectual Property Rights:** While the primary purpose of the Outreach Program is not the generation of inventions, copyrightable material, computer software, semiconductor mask works, tangible research property and trademarks ("Intellectual Property") Intellectual Property may be developed in the course of the participant's activities in the Outreach Program. Ownership and other rights associated with the development of Intellectual Property at MIT are as follows:

- (1) Intellectual Property authored and/or conceived and reduced to practice solely by participants in the Outreach Program are the property of OUTREACH PARTICIPANT . For the avoidance of doubt, and without limiting the foregoing, Intellectual Property authored and/or conceived and reduced to practice by OUTREACH PARTICIPANT utilizing the MTL facilities under this Outreach Program will be the sole property of OUTREACH PARTICIPANT .
- (2) Intellectual Property authored and/or conceived and reduced to practice solely by MIT are the property of MIT.
- (3) Intellectual Property authored and/or conceived and reduced to practice jointly by participants of OUTREACH PARTICIPANT and employees of MIT are jointly owned. MIT will not be required to share patenting costs for joint inventions where OUTREACH PARTICIPANT wishes to file a patent application in the joint names of MIT and OUTREACH PARTICIPANT . MIT will file or join with OUTREACH PARTICIPANT in filing a joint patent application at its sole discretion. In the event that MIT does not wish to file a patent application for such jointly owned inventions, OUTREACH PARTICIPANT shall have the right to file a patent application on its own, at its own expenses, at any time in the names of MIT and OUTREACH PARTICIPANT .
- (4) OUTREACH PARTICIPANT recognizes the interest of the MTL in ensuring that MIT faculty, students and staff, and other users of the MTL, will continue to have the benefit of MTL proprietary processes and that OUTREACH PARTICIPANT will, itself, benefit from such processes, and therefore agrees that in the event of an OUTREACH PARTICIPANT-owned Intellectual Property developed utilizing MTL facilities that would prevent MIT from utilizing MIT-owned Intellectual Property, MIT shall have a royalty-free, nonexclusive, non-sublicensable right to continue to use MIT-owned Intellectual Property. In addition, OUTREACH PARTICIPANT agrees that MIT shall have a royalty-free, non-exclusive, non-sublicensable right to use improvements to existing MIT-owned Intellectual Property which is developed by OUTREACH PARTICIPANT while utilizing the MTL facilities.

## **POTENTIAL HAZARDS**

OUTREACH PARTICIPANT understands that use of MTL may involve exposure to potentially hazardous conditions including, but not limited to, chemical, mechanical, electrical, thermal,

and radiation hazards. Users must be properly trained by MIT in facility procedures, safety, and in equipment operation.

### **INDEMNITY.**

OUTREACH PARTICIPANT shall indemnify, release and hold harmless MIT, its trustees, officers, employees and students from any and all loss, costs, damage, and expense of whatever nature or kind which may arise from OUTREACH PARTICIPANT use of the MTL (ordinary wear and tear excepted), including but not limited to property damage, and personal injury or death other than damages and liabilities arising out of MIT's, employees and students gross negligence or willful misconduct. OUTREACH PARTICIPANT shall maintain casualty and liability insurance in amounts that will cover all of the OUTREACH PARTICIPANT's activities at MIT and the MTL.

### **GENERAL TERMS**

MIT agrees that throughout the term, the OUTREACH PARTICIPANT will be provided reasonable access to MTL processing facilities. Access to laboratory equipment and the working condition of laboratory equipment are not warranted or guaranteed. The OUTREACH PARTICIPANT retains ultimate responsibility for the project progress and development, and MIT does not in any way warrant or assure project success. The OUTREACH PARTICIPANT acknowledges that MTL is a community of professional and student researchers. Courteous, professional and responsible behavior is expected at all times. Access by OUTREACH PARTICIPANT to MTL processing facilities is a privilege and may be revoked at any time by MIT. The use of MTL fabrication facilities is limited to research and development. Fabrication of devices or materials for sale is prohibited. It is not anticipated that the OUTREACH PARTICIPANT will participate in MIT research programs during the term of his/her appointment unless by mutual agreement and written approval of:

- a. MTL Director
- b. OUTREACH PARTICIPANT (whose name appears on the signature page)
- c. Principal Investigator (whose name appears on the signature page)
- d. MIT, as appropriate