

Annex 1. Research Facilities/Equipment Use Agreement

This Agreement is made between [Pitcairn Marine Science Base (MSB) –having its principal offices at Adamstown, Pitcairn Island and _____ (User) concerning the use of the following facilities/equipment.

Description of Facilities and/or Equipment:

[Insert description of lab and accommodation facilities and any specific equipment]

In consideration for permission to use the facilities/equipment, User agrees to comply with the following terms and conditions:

1. User will pay the following rates for the use of the facilities/equipment: \$
2. User will reimburse MSB for any expenses incurred for damage caused to the facilities/equipment.
3. User agrees to reimburse MSB for any damage, clean-up, or hazardous waste related expenses, including disposal, shipping, damages, and/or penalties imposed as a result of its use.
4. The parties agree that User, its agents and employees are not agents or employees of MSB. User will be solely responsible and will assume full responsibility for the actions and omissions of its authorised individuals, including students, when using MSB facilities and equipment and for any reporting of or use of data obtained from said equipment. User is solely responsible for worker's compensation coverage of its employees, students or associated parties.
5. User assumes all responsibility and liability for the requested use and agrees to defend, indemnify and hold harmless MSB and MSB directors, officers, employees and agents from any and all loss, damage, or injury to any person or property arising from use of the facilities/equipment.
6. During the term of this Agreement, User agrees to maintain, at its own expense, general liability insurance in the sum of not less than Two Million Dollars (\$2,000,000). User will provide MSB with proof of such insurance on or before the effective date of this Agreement and will name MSB as an additional insured.
7. The User will comply with all laws, ordinances, rules and regulations including the obligations to obtain licenses, permits, authorisations, and government approvals required in connection with User's use of the equipment including but not limited to those pertaining to health and safety, export control and the use of hazardous materials, controlled substances, or genetically altered materials and will defend, indemnify and hold MSB harmless from any damages, penalties, or other claims made as a result of the User's failure to comply.
8. User will comply with all MSB rules and regulations and the following special conditions:

- a. User agrees to furnish to MSB, upon execution of this Agreement, a list of individuals authorised by User to use MSB facilities/equipment on User's behalf, which shall be attached hereto as Attachment A. User understands that persons not on the list will not be permitted to use the facilities/equipment until User provides an updated list.
 - b. User shall ensure that all persons authorised to use the facilities/equipment shall have participated in all required training, are familiar with the User's health and safety plan
 - c. User's students will be permitted to utilise the equipment only when under the supervision of both the student's immediate supervisor and with the permission of the MSB facility/equipment representative(s).
 - d. User shall ensure that all personnel follow directions given by MSB staff relating to the use of the MSB.
 - e. User shall ensure that all waste materials generated during fieldwork or laboratory operations is removed from the Island for appropriate and responsible disposal.
 - f. User agrees to furnish to MSB the results of the research
 - g. User shall require its authorised users to acknowledge MSB's contribution of the use of the facilities/equipment in any publications based in substantial part on such use.
9. User will be solely responsible for the activities of its authorised users while using MSB facilities/equipment and assumes the risks of such use. MSB makes no warranties or guaranties regarding the suitability for a particular purpose or the accuracy of the equipment to be used under this Agreement. MSB shall have no liability for any damages resulting from the use of the equipment/facilities.
10. This Agreement shall become effective on _____, 20____ and will remain in effect until _____, 20____.
- a. Either party shall have the right to terminate this Agreement by giving thirty (30) days' written notice to the other party; provided that MSB shall have the right to terminate this Agreement immediately, without prior notice, in the event of a material breach of this Agreement by User or User's representatives.
 - b. Any amendment to this Agreement must be in writing and executed by the authorised representative of both parties.
11. The parties agree to and execute this Agreement below.

USER:

Name:

Date

MSB

Facility/Equipment Representative:

Date

Attachment A

Persons Authorized by User to Use Facilities and Equipment

Name

Relationship to User

(indicate whether faculty, research assistant, graduate student, or undergraduate student)

Gender

Age