

**LICENSE AGREEMENT FOR USE OF W. M. KECK OPTICAL  
MEASUREMENT LABORATORY**

This License Agreement (“Agreement”) is made by and between the Regents of the University of Colorado, a body corporate, on behalf of the University of Colorado at Boulder and JILA (“University”), acting as Licensor, and \_\_\_\_\_, (“Licensee”)

**RECITALS**

WHEREAS, Licensee desires to use equipment and facilities available at the W. M. Keck Optical Measurement Laboratory (“Laboratory”) located in the JILA building on the University’s campus; and

WHEREAS, the University is willing to permit such use under certain conditions;

NOW, THEREFORE, in consideration of the promises, covenants and mutual agreements contained herein, the parties hereto agree as follows:

1. Licensee may reserve use of the Laboratory’s equipment and facilities by giving at least 24 hours advanced notice to the lab manager, currently David Alchenberger. Licensee will only grant permission to use laboratory facilities at times that do not conflict with use by JILA affiliates and other University faculty, staff, or students.
2. Licensee agrees to comply with the laboratory’s Policies and Procedures.
3. Licensee agrees to use the laboratory facilities only for research and not for production.
4. Licensee shall be charged at a rate of \$158.00 per hour with a minimum charge of one hour. Thereafter, Licensee will be charged with one-half hour increments. In addition, Licensee shall be charged for any supplies used. Licensee further agrees to pay the reasonable cost of repair for any damage to Laboratory facilities caused by Licensee’s employees or agents.
5. Licensee shall only permit persons who have the training described in the Policies and Procedures to use the Laboratory facilities.
6. Licensee acknowledges that the Laboratory facilities are licensed “as-is.”
7. Licensee shall indemnify, save and hold harmless the University, its employees and agents against any and all claims, damages, liability and court awards, including costs and expenses, and attorneys fees incurred as a result of acts or omissions by Licensee or its employees, agents, subcontractors or assignees related to use of Laboratory facilities.

7. Either party may terminate this Agreement by giving 30 day written notice.
9. Unless terminated earlier, this Agreement shall terminate one year from the date it is executed by both parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

**The Regents of the University of Colorado, a body corporate**

\_\_\_\_\_  
Licensee

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date