



## Northern Analytical Laboratory Services

Laboratory services are an integral part of research at UNBC. Northern Analytical Lab Services (NALS) provides an extensive array of analytical services for UNBC researchers and students. There are financial and strategic obligations that are required to maintain the equipment and expertise needed for this infrastructure. It is important for the longevity of NALS that the contribution of its equipment, personnel and analytical services are properly recognized and protected. In our ongoing effort to foster a high level of analytical service we ask that all lab users adhere to the following guidelines and help formally identify NALS contributions in their work.

### NALS USER AGREEMENT

- 1) All lab users must wear appropriate personal protective equipment and follow lab safety procedures as outlined in the Chemical Laboratory Safety and Methodology Manual and as directed by NALS personnel while in the lab. Students must have also completed the one-time Blackboard based student laboratory safety orientation prior to working in NALS and have a decal indicating so on their student card.  
<http://www.unbc.ca/labs/chemical-safety-training-manual>  
<http://www.unbc.ca/safety/student-laboratory-safety-orientation-slso>
- 2) It is incumbent on researchers, students and their supervisors that the cost associated with their analytical service requests be agreed upon and allocated prior to requesting the analyses or training. Arrangements can be made via e-mail [nals@unbc.ca](mailto:nals@unbc.ca) or by phone at 250-960-5168.
- 3) Equipment users must faithfully record their use of equipment, training time, and use of consumables as directed by NALS staff so that the NALS can be reimbursed for its financial contributions by the project, account or supervisor responsible for these expenditures.
- 4) It is expected that the services, data and information provided to researchers, students and their supervisors are for research purposes only and not to be used for advertisement, sale, evidence, litigation, quote as certificate to third party, or any other use that may bring into question the mutually cooperative relationship fostered between NALS and its research community.
- 5) Any information relating to NALS operations, client data, or research attained outside activities specifically associated with your work must be regarded as privileged and/or confidential, and must not be disclosed, reproduce, or copied in any part.

- 6) NALS must be a facility where ideas can be discussed and fostered without the concern for loss of intellectual property rights among individuals. It is the duty of all NALS employees and users to both protect their own intellectual property rights and not infringe on the intellectual property rights of others. All users and employees of NALS must exert due diligence in acknowledging and protecting the intellectual property of others. NALS, as a facility, does not assert any ownership of claim with respect to intellectual property rights. However, the intellectual property rights of its users and employees must be protected.
  
- 7) It is expected that contributions made by NALS will be appropriately enumerated and recognized in all formal publications and presentations where NALS resources were utilized. These resources include consultations with NALS personnel or its analytical lab specialists. Obligatory statements will not be required; however, we ask that users remark on the specific resources they drew upon for their research and denote them in their publications and presentations in a respectable manner. (This may include noting the specific equipment used, space allocated to them and/or personnel who helped.) Users further agree to provide a list for our records where NALS contributions were utilized in their works. Specifically,
  - A) For a thesis please provide its title, your name, your supervisor(s) name, the year, program/department, *etc.* (Sending a copy of the cover and acknowledgement page would be very helpful.)
  
  - B) For published papers please provide the publication reference (Journal name, volume number, names of the author(s), date of issue, *etc.*)
  
  - C) For conference presentations please provide the name of the conference, title of the presentation, author(s), country, year, *etc.*
  
- 8) Any damage done to the NALS property shall be recorded and the user/the user's supervisor must reimburse the NALS for the full cost of repair or replacement of any equipment unless otherwise determined by the NALS personnel. The NALS will exercise reasonable judgment in determining whether damaged equipment or other property should be repaired or replaced.
  
- 9) There are no warranties or guarantees associated with the use of NALS equipment, its services or facility. Equipment and facility are only provided on an "as is, where is" basis without warranty of any type or kind, including any warranty that either is merchantable, fit for use, or necessary for any other particular purpose. Users assume any and all risk associated with their use of equipment and the facility. There is no implied agreement that the NALS will satisfy its user's needs or expectations in any respect, regardless of whether any defect or deficiency is caused in whole or in part by accident, negligence or other fault of NALS, its employees or fellow users.

- 10) The NALS shall have no liability to its users or any other person or entity under any circumstance for any incidental, special, consequential, punitive or exemplary damages, or for loss of profits, revenues, or other economic losses, regardless of whether or not the NALS knew or had reason to know of the possibility of such damages in advance. The NALS shall have no liability under any circumstance for breach of this agreement in any amount which exceeds the total of prior agreed upon costs or issued invoices between the NALS and the signees here under of this NALS USER AGREEMENT.
- 11) The user shall indemnify, defend and hold harmless the NALS and its affiliates and employees from and against all costs (including, but not limited to, reasonable attorneys' fees and litigation costs), claims, disputes, litigation and judgments, whether alleging bodily injury, property damage, economic loss, or other harm, which arise from or in connection with (i) User's use of the NALS, its equipment or facilities or (ii) breach by signees of this NALS USER AGREEMENT.
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In addition to the above, please follow and be reminded of the following:

- 12) NALS is the UNBC central lab facility that offers analytical testing services to ALL of the UNBC research teams
- 13) Users ARE NOT ALLOWED to use any of the NALS consumables (chemical, single use lab wares and vials, glassware, etc.) unless they inform one of the NALS employees. NALS consumables used by the users must be recorded.
- 14) If Users requires chemicals or consumables, users should provide the NALS staff with the description of the chemical/consumable with fund/account info, so the NALS can charge used for the used chemicals and other consumables.
- 15) The NALS staff service the entire UNBC research community and the NALS external clients, so advance notice of testing is required. Typical turnaround time for testing is 5 – 10 business days.
- 16) For purchasing any chemical/consumables and research related materials/accessories for our ongoing research projects, please send Dr. Hossein Kazemian (Lab Director/Head) at [Hossein.kazemian@unbc.ca](mailto:Hossein.kazemian@unbc.ca), the information (link to the supplier, the amount needed, the delivery time, as well as links to alternative suppliers,...), so he can help you with the process. Please DO NOT contact the NALS team directly for such inquires.

I have read the NALS USER AGREEMENT in full and agree to abide by its conditions set out above.

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Signature

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Date

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Print Name

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E-mail

Name of Supervisor(s)\*

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\*Where applicable, supervisors will be provided a copy of this agreement.