

**APPLICATION FOR USE OF RESEARCH FACILITY,  
 EQUIPMENT, OR COMPUTATION SERVICE**

1. APPLICANT'S NAME:	3. ADDRESS:	4. PHONE:
2. E-MAIL ADDRESS:		

5. ACADEMIC AFFILIATION (If applicant is an educational institution, identify persons doing research):	6. POSITION TITLE:
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7. NATURE OF RESEARCH:

8. FACILITY NEEDED:	9. TIME NEEDED	
	FROM:	TO:

10. IF RESEARCH IS UNDER GRANT/CONTRACT (Other than NASA) FURNISH ALL DETAILS ON SEPARATE SHEET.

11. IF SAME APPLICATION HAS BEEN MADE TO OTHER FEDERAL AGENCIES, FURNISH ALL DETAILS ON SEPARATE SHEET.

**(COMPLETE BLOCKS 12 - 16 WHEN REQUESTING COMPUTER SERVICES)**

12. JOB TITLE (61 digits maximum):

13. BRIEF DESCRIPTION (210 digits maximum):

14. SPECIFIC COMPUTER, SOFTWARE, AND NETWORK NEEDS:

15. DEVELOPMENT HOURS REQUIRED:	PRODUCTION HOURS REQUIRED:	16. PERIOD OF USE	
		FROM:	TO:

*APPLICANT UNDERSTANDS AND AGREES THAT USE OF FACILITY OR FACILITIES OR COMPUTATION SERVICES WILL BE UNDER THIS MEMORANDUM OF AGREEMENT WHICH, CONSISTING OF THIS PAGE AND THE FOLLOWING PAGES SETTING FORTH TERMS AND CONDITIONS OF USE, WHEN SIGNED BY THE AUTHORIZING OFFICIAL (NASA) CONSTITUTES THE SOLE AND ENTIRE AGREEMENT BETWEEN THE APPLICANT AND NASA.*

<b>APPROVED BY</b>		SIGNATURE OF APPLICANT:	DATE:
UNIVERSITY DEPARTMENT HEAD:	DATE:		

ITEM 12 (Continued):

SIGNATURE OF AUTHORIZING OFFICIAL (NASA):

DATE:

## 1. GENERAL

a. Description. NASA will furnish the Requestor the following as necessary:

b. Period of Use.

c. Reimbursement (when applicable).

2. HOURS OF USE: Use or service shall be conducted during the normal operating hours of the Center unless otherwise provided or directed.

3. OPERATIONS: NASA shall be responsible for maintenance and serviceability of the requested facility and/or equipment. The Requestor shall be responsible for all interface requirements prior to conducting experiment. Facilities and equipment belonging to the Center will normally be operated by Center and/or other authorized personnel; however, Requestor, where qualified, may, at the sole discretion of the Center, be permitted to operate the equipment and facilities or receive training toward that end.

4. SUPPORT: The Center will provide normal housekeeping and maintenance-type support required for facility operations. Special maintenance and support required for experiment or specialized equipment belonging to Requestor shall be the responsibility of the Requestor.

5. SPECIALIZED EQUIPMENT: Specialized equipment for any experiment or service under this license which is not part of the facility in which the experiment or service is run shall be provided by and at the expense of the Requestor. The Center may, however, purchase and provide such specialized equipment to the Requestor if it decides upon review that such equipment is suitable for subsequent use at this Center. Any such specialized equipment shall be provided for Requestor's use in accordance with paragraph 6, RIGHT OF PREEMPTION.

6. RIGHT OF PREEMPTION: The Requestor shall be allowed the use of the described facilities or service for the purpose of conducting the experiment herein described, so long as such use does not interfere with any program, experiment, or other requirement of the Center. If the Center requires the use of the facilities, the Requestor shall be notified by the Coordinator who shall provide, if possible, any information which may aid the Requestor in formulating future plans for his experiment. Immediately upon receipt of notice, Requestor shall discontinue the experiment, remove such of its or his property as is associated therewith, and shall vacate the premises.

The Center shall incur no liability to the Requestor, his sponsor, or employers in the event any such notice of preemption or the actual use of the facilities by the Center causes the Requestor to in any way alter his experimental sequence of operations or to suspend or terminate his experiment entirely.

## 7. GOVERNMENT LIABILITY FOR USE OF FACILITIES:

a. NASA makes no representations as to the capabilities of the facility to enable the Requestor to conduct the experiment.

b. In the event there are errors or omissions in the Requestor's work product, or a failure of the experiment, or damage to the Requestor's equipment resulting from use of the Government facility, the Requestor agrees any such error or omission in work product, failure of equipment, or damage to the equipment shall not be the subject of any claim, suit, or action against NASA.

c. Unless NASA fails to exercise due diligence in checking out, operating and maintaining the facility and the related NASA equipment, other than specialized equipment furnished by the Requestor, the Requestor assumes all risk of loss, damage or injury, by fire or otherwise, to person or property, by reason of the condition of the NASA premises used by the Requestor pursuant to this agreement or the specialized equipment furnished by the Requestor, or by reason of the Requestor's management, control, or operation of either said premises or specialized equipment, and releases NASA from all claim for such loss, damage or injury sustained by Requestor, or by any agent or employee of Requestor, or by any person whomsoever, whether caused by negligence of the Requestor, its agents of employees or otherwise; and the Requestor agrees to indemnify NASA against all claims for such loss, damage or injury sustained by NASA, or by any agent or employee of NASA, or by any person whomsoever, whether the same be caused by the negligence of the Requestor or of its officers, agents, employees, or otherwise.

8. ASSIGNMENT OF USE OF FACILITIES: The Requestor has no authority or power to assign or delegate to any person, the performance of the experiment or service authorized hereunder, nor shall the Requestor utilize the facility or any part thereof for any purpose other than the experiment or service authorized hereunder.

9. SECURITY AND SAFETY: In performing the experiment, the Requestor and all persons employed by or assisting the Requestor shall at all times observe and comply with the security and safety regulations prescribed by the Center authorities.

At all times while on NASA property, the Requestor and all persons employed by or assisting the Requestor shall wear badges which will be issued by the NASA Security Office. The Requestor shall be accountable for these badges and immediately after the experiment is completed or sooner terminated shall return the badges to the NASA Security Office.

10. INVENTIONS: The Requestor shall disclose to NASA any inventions which he may conceive or first reduce to practice in the use of NASA facilities, equipment or material. Rights to those inventions made by the Requestor while performing work for NASA will be determined by the Administrator under 42 U.S.C. 2457.

As to all other such inventions made by the Requestor, the Government reserves a paid-up license to practice such invention for governmental purposes unless it is shown to the Administrator's satisfaction that, in view of the circumstances and equities, the Government is entitled to greater rights or is not justified in acquiring a license of this scope.

11. DATA: The Requestor shall, upon request, provide NASA with a copy of data (technical reports, findings, analyses, etc.) resulting from the experiment and the Government reserves a right to reproduce, use, and disclose such data for governmental purposes.

## 12. SPECIAL TERMS AND CONDITIONS