This Agreement, between the National Synchrotron Light Source II at BNL (NSLS-II) and the Partner User (PU) groups consisting of a) The Geophysical Laboratory, Carnegie Institution of Washington and b) The Consortium for Materials Properties Research in Earth Sciences (COMPRES), defines the roles and responsibilities for both parties pertaining to the operation of the Frontier Infrared Spectroscopy (FIS) program instruments within the NSLS-II laboratory space, presently a portion of the Infrared Laboratory in 1LL10. The agreement follows the Partner User Proposal (PUP) PUP-2015-00XX (attached as reference) that establishes the terms under which the PU groups conduct their work, including the provided staff support for general users working with the PU’s instruments in advance of completion of the FIS beamline. This PUP has been approved by the National Synchrotron Light Source II and provides the basis for general users to conduct their research experiments using the FIS experimental resources at NSLS-II during the term of this agreement.

All General User (GU) and Partner User (PU) experimental work must be run under the terms of a user agreement executed by an officer at the user’s institution.

All users are subject to the administrative and technical supervision and control of NSLS-II and agree to comply with all applicable NSLS-II, BNL and DOE rules with regard to admission to and use of the User Facility, including safety, operating and health physics procedures, environment protection, access to information, hours of work, and conduct. Users will not be considered employees of NSLS-II for any purpose.

As provided in the User Agreement, NSLS-II will have sole responsibility and discretion for allocating and scheduling usage of the User Facilities and equipment needed for or involved under this Agreement. Access to NSLS-II facilities is allocated through a peer review of proposals submitted to NSLS-II using Proposal Review Panels. The peer review scores will be used to allocate access to NSLS-II facilities. (Any process that makes consideration of factors other than the PRP scores must be explicitly approved by NSLS-II management).

This Agreement is based upon the proposed partnership terms as stated in PUP-(PUP number), except where modified by this agreement.

Furthermore, the PU groups are invited to participate in the stewardship and management of the FIS program in the following ways:

* continued evolution of the long-term vision and plan for the program and eventual beamline;
* development of operating schedules and procedures that are most beneficial to the user community;
* discussions on decisions that affect availability or performance.

The PU groups agree to provide the equipment, and/or the effort, and/or other items, as stated in the approved PUP, including, but not limited to, the following:

* Bruker Vertex 80v FTIR spectrometer and Hyperion 2000 IR microscope;
* custom micro-Raman system;
* sample preparation workbench including a Leica microscope and small EDM machine;
* diamond anvil cells;
* compact cryostat (Cryo Industries of America);
* staff support for the IR lab operation related to high-pressure experiments.

The PU groups are responsible for scheduling and supporting IR facility GUs and PUs. The PU staff will also be responsible for performing feasibility reviews for all IR facility proposals. -.

All requests for access to the IR Facilities must be entered into the NSLS-II Proposal, Allocation, Safety and Scheduling (PASS) system. It is the PU responsibility to assure that all PU requests are properly entered into PASS. All experiments performed at NSLS-II require completion of a safety approval form (SAF), and approval by both ESH staff and the Cognizant Space Manager (or his designee).

It is the responsibility of the Partner User to assure that Partner User owned equipment is kept in good working order and maintained according to manufacturers’ requirements.

A PU who supports users at NSLS-II is not an agent of the NSLS-II. However, a PU acting in this capacity accepts additional responsibilities:

• PU is required to provide all GUs and PUs with training in the proper use of partner owned and/or NSLS-II equipment.

• PU is required to provide all GUs and PUs with training required by NSLS-II, and assure all GUs and PUs who do experiments under PU supervision have completed all required training before permitting hands-on work at the facility

• PU is required to assure information on SAF is complete and correct, and only experimental work with an approved and posted SAF is permitted.

In addition, , the PU agrees to:

* ensure that any PU equipment is approved by PS, if applicable;
* execute a BNL Users Agreement for work performed at NSLS-II (whether Proprietary, Non-Proprietary, or both, as required);
* submit an annual progress report to the PS User Administrator as part of the annual review process by PS management. In cases of sustained poor performance, this agreement may be terminated;
* comply with all safety procedures, training, and approval requirements set by BNL and NSLS-II.

The NSLS-II agrees to:

* provide assistance/instruction on user’s access to BNL and NSLS II;
* provide and maintain the PASS system and associated safety review and approval
* provide the necessary laboratory space with properly maintained utilities;
* up to 10% FTE from NSLS-II technical staff in support of user experiment needs or equipment maintenance;
* provide assistance for managing and resolving safety or operational issues.

PU may request access to use NSLS-II facilities such as additional LOB (Laboratory Office Building) laboratories to perform work under their Partner User Agreement. NSLS-II management reserves the right to allow or deny use of such facilities, and determine the requirements for any approved use. Under this agreement, no access to machine shop facilities is authorized.

PU agrees to indemnify and hold harmless DOE, BSA, and persons acting on their behalf from all liability, including costs and expenses incurred, to any person, including the PU, for injury to or death of persons or other living things or injury to or destruction of property arising out of the performance or activities conducted under this PUA by DOE, BSA, or persons acting on their behalf, or arising out of the use of or services performed, materials owned or supplied, or information given hereunder by any representative of the PU, and not directly resulting from the fault or negligence of DOE, BSA, or persons acting on their behalf.

This PU Agreement for Frontier Infrared Spectroscopy operations for user experiments within NSLS‑II is effective immediately upon being fully signed and will expire upon completion of the FIS beamline on the NSLS-II experimental floor or July 1st, 2018 (whichever comes first), or by mutual agreement.

John Hill

Director, National Synchrotron Light Source II Brookhaven National Laboratory

Dated:

PI Name

Principal Investigator – PUP-#

PI Institution

**Appendices:**

Dated: