

THIRD PARTY EQUIPMENT POLICY

Effective Date: 01 May 2011

1. Any third party equipment to be located at MCN must be approved by the MCN Facility Manager before being moved to MCN and must be operated in accordance with Standard Operating Procedures (SOPs) approved by the MCN Facility Manager.
2. Third party equipment remains the property of the third party. The equipment owner retains responsibility for all preventative maintenance and insurance.
3. MCN will pay 50% of the relocation and installation of major equipment owned by a third party if:
 - a. the equipment is deemed by the Facility Manager to be of likely value to other users of MCN,
 - b. the equipment is fully functional and operational within specifications determined by the MCN Facility Manager,
 - c. the equipment will remain at MCN for a minimum of 1 year, unless otherwise agreed,
 - d. the equipment is equally accessible to all users of MCN, and
 - e. MCN is entitled to recover user fees from all users in accordance with rates to be published in the MCN Access & Pricing Policy (available at <http://nanomelbourne.com/policies>) or at other rates negotiated by agreement with the MCN Managing Director.
4. Any equipment that is described in clause 4. which requires corrective maintenance due to regular or incorrect usage, then:
 - a. the costs of any corrective maintenance will be shared between MCN and the equipment owner according to recorded usage, unless otherwise agreed by MCN and the equipment owner,
 - b. the extent, cost and provider of corrective maintenance is to be agreed between the equipment owner and the MCN Facility Manager prior to the corrective maintenance being undertaken, and
 - c. nothing shall prevent the equipment owner from undertaking equipment maintenance at his/her own cost.
5. Regardless of ownership, all major equipment (any equipment item listed on ACLS) within the facility must be booked using the ACLS online system before use at any time.
6. Regardless of ownership, usage of all minor equipment (any equipment item not listed on ACLS) within the facility must be accompanied by a paid booking of the cleanroom or laboratory facility, unless otherwise agreed with the MCN Facility Manager or MCN Managing Director.
7. For clarity, any equipment that a third party would like to operate independently within the MCN facilities (i.e. with no involvement from MCN) must adhere to clauses 1, 2, 5 and 6 of this Third Party Equipment Policy.
8. Any breach of clauses 5 or 6 of this Policy will be grounds for removal of all access privileges at MCN.