UNIVERSITY OF MARYLAND POLICY ON USE OF UNIVERSITY OF MARYLAND FACILITIES BY NON-UNIVERSITY USERS FOR RESEARCH-RELATED ACTIVITIES

Approved by the President, April 21, 2011.

I. USE OF UNIVERSITY FACILITIES

The University of Maryland is a state educational institution with a broad mission of teaching, research, and public service. This policy ensures that University facilities are reserved primarily for educational use including, but not limited to, instruction and research, while allowing non-University use only where such use supports the University’s public mission.

II. DEFINITIONS

A. “University” means the University of Maryland, College Park.

B. “University Facility” means any physical facility of the University, including laboratories, offices, or service space.

C. “Non-University User” means any individual (other than any individual acting in their capacity as a student or employee of the University) or entity, except for the University or entities that are wholly owned or controlled by the University. Non-University Users must have a University sponsor to request use of University facilities.

D. “License Agreement” means a legally binding agreement providing for the terms and conditions for the use of a University Facility by a Non-University User.

III. PURPOSE AND SCOPE OF POLICY

The purpose of this policy is to:

A. Guarantee that University Facilities provided to Non-University Users for research-related activities are used in accordance with the mission and purpose of the University;

B. Provide an incentive to support development of new commercial ventures based on University-held patents and technologies;

C. Encourage cooperation with private sector companies that are licensing University intellectual property; and

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D. Ensure that Non-University Users permitted to use University Facilities do so in compliance with applicable laws and regulations and with the appropriate approvals and safeguards to limit risks to student, staff, faculty and visitors.

IV. GENERAL POLICY PROVISIONS

A. The Non-University User that proposes to use University Facilities must demonstrate that such use contributes to the public educational and research mission of the University. By way of illustration, a connection may be demonstrated by the inclusion of faculty, staff or students in research; a link between the proposed use and University curriculum; the advancement of scholarly work; the development and commercialization of University intellectual property; and the retention of key faculty or staff associated with the proposed non-University use.

B. University facilities may not be used by Non-University Users except under circumstances where such facilities are not required, in the short term, for the University's public uses. If a University facility is available for use by a Non-University User, then first priority will be given to University faculty or staff who are developing or working with Non-University Users advancing University intellectual property. Second priority will be given to Non-University Users advancing University intellectual property without the direct involvement of University faculty or staff. The occasional short term use permitted under this policy is not a substitute for the University’s existing incubator programs (e.g., the University’s Maryland Enterprise Technology Institute) available to Non-University Users not advancing University intellectual property or affiliated with existing University faculty or staff.

C. In cases where the use by a Non-University User is approved, the Non-University User must provide a fair market consideration for the use of University Facilities. The Vice President for Administrative Affairs may exercise reasonable discretion to determine the rental value of the University Facility as well as the form of payment, such as traditional rent, receipt of corporate stock or other ownership, or participation in gross revenues. However, the License Agreement must provide that the Non-University User must promptly reimburse the University, in cash, for any expense incurred by the University associated with such use, including but not limited to the cost of utilities, maintenance, housekeeping and special services such as hazardous waste disposal, shipping, radiation compliance, safety inspections, and the like. In addition, the License Agreement must require the Non-University User to indemnify the University for any claim arising out of such use and to provide insurance, with policy limits and coverage appropriate to the proposed use, protecting the University and naming it as an additional insured.

D. Any activity under this policy must also comply with the University’s Conflict of Interest policy and all other University policies, as well as all state and federal
requirements. The Non-University User has the obligation of ensuring compliance with University policies and all applicable laws.

V. AGREEMENT DEVELOPMENT, REVIEW, AND APPROVAL PROCESS

A. Proposal Development

A Non-University User wishing to use a University Facility must submit, through its University sponsor, a written proposal requesting such use. The proposal must identify:

1. The space being requested by room number(s);
2. Any specialized equipment requested, including source of funds used to purchase that equipment;
3. Any special requirements, such as specialized utility requirements;
4. A detailed description of the activities, including lists of any chemical or biological agents to be stored, used, or handled in the facility, and whether any animals or human subjects will be involved;
5. A brief business plan for the company in relation to the activities proposed;
6. An explanation demonstrating that the proposed use contributes importantly to the public educational mission of the University as required under this policy; and
7. A statement that the proposer has reviewed the University’s Conflict of Interest policy and an affirmative declaration that the proposed use complies with such policy (which statement may be conditioned upon later approval of the Conflict of Interest committee).

B. Proposal Review and Approval Process

The proposal is reviewed and approved by the following offices, submitted in the order set forth below:

1. The department chair of the department (or equivalent) with which the Non-University User is cooperating and in which the proposed licensed space is located.
2. The dean of the college in which the department/unit is located.
3. The Vice President for Research.
4. The Senior Vice President for Academic Affairs and Provost.
5. The Department of Facilities Planning. The Coordinator for Space Planning and Leasing will draft and negotiate the License Agreement to offer to the Non-University User. Prior to execution by the parties; the
License Agreement must be reviewed as to form by the Office of Legal Affairs.

6. The Facilities Council. Once approved, the Vice President for Administrative Affairs has final authority with respect to the specific terms and conditions of the License Agreement. In order to permit the University to give ultimate priority of space use to the University, the term of the License Agreement shall not exceed one year. Provided the space remains available, the University, in its sole discretion, may renew the term.

VI. ACCOUNTING AND OVERSIGHT ISSUES

A. Distribution of Proceeds: Payments under the License Agreement shall be deposited to a specified account established for each License Agreement by the Vice President for Administrative Affairs and shall be distributed according to actual costs incurred.

B. The requested space, if located in a building built (or renovated) in whole or in part using tax exempt bonds that remain outstanding, may not comprise (combined with any other building space dedicated to a private use in that building) more than 5% of the total building, unless otherwise approved by the Office of Legal Affairs, working in consultation with bond or tax counsel.

C. In negotiating the License Agreement, special care shall be taken to minimize tax consequences to the University. In addition, prior to entering into a License Agreement, the University shall exercise due diligence to determine that the proposed use does not cause the University to breach any existing grant agreement, covenant, bond trust indenture or any other existing agreement or law governing the use of the University Facility.

Application for Use of University Facilities is attached. Double-click on the form to make it interactive.
APPLICATION FOR USE OF UNIVERSITY FACILITIES
University of Maryland - College Park

1. Requester Information
   A. Name: 
   B. Title: 
   C. Company Name: 
   D. Address: 
   E. Phone: 
   E-Mail: 

2. Space Requested
   A. Building Name: 
   Room Number(s): 
   B. Use of Specialized Equipment: 
      ☐ Yes ☐ No 
      If “Yes”, provide equipment list and source of original purchasing funds: 
   C. Special Requirements: 
   D. Proposed Activity: 
   E. Attach a list of proposed chemical or biological agents. 
      [ ] Attached [ ] N/A 
   F. Use of animal subjects? [ ] Use of human subjects? [ ] 

3. Conflict of Interest
   I have reviewed and am in compliance with the University’s Conflict of Interest Policy. [ ]

4. Business Plan
   Attach a brief business plan and demonstrate your connection to the public educational and research mission of the University. Include any agreements with OTC or MTECH.

5. Review and Approvals
   Department Chair, as sponsor, must attach written approval and justification for use of space.
   A. Department Chair 
      Date: 
   B. Dean 
      Date: 
   C. VP Research 
      Date: 
   D. Provost 
      Date: 
   E. Facilities Planning 
      Date: 
   F. Facilities Council 
      Date: 
   G. VP Admin Affairs 
      Date: 

   Approved: [ ] Denied: [ ] Date: 

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