

BOSTON UNIVERSITY
Office of Information Technology
Scientific Computing & Visualization Group

USE OF ACCESS GRID CONFERENCE FACILITY (AGCF)

Name of Organization: _____

Address: _____

Contact Person: _____ Email: _____

Phone: _____ Fax: _____

This organization IS / IS NOT part of Boston University (circle one).

Requested Date(s) and Times: _____

Title of Event: _____

PLEASE COMPLETE THE ATTACHED RESERVATION INFORMATION FORM (EXHIBIT A).

ALL REQUESTS FOR RESERVATIONS MUST BE ACCOMPANIED BY COMPLETED FORMS AND MUST BE APPROVED IN WRITING BY THE ACCESS GRID CONFERENCE FACILITY MANAGER OR DESIGNEE. FOR NON-BOSTON UNIVERSITY ORGANIZATIONS, PAYMENT IS DUE IN FULL IN ADVANCE AS A CONDITION OF APPROVAL.

THE ACGF MANAGER RESERVES THE RIGHT TO REFUSE ANY RESERVATION REQUEST.

ALL RESERVATIONS ARE SUBJECT TO THE ATTACHED ACGF USE POLICIES (EXHIBIT B) AND STANDARD TERMS AND CONDITIONS FOR USE OF UNIVERSITY FACILITIES (EXHIBIT C).

Agreed

By: _____
Title: _____

Date

Approved

By: _____
AGCF Manager or Designee

Date

EXHIBIT A

RESERVATION INFORMATION FORM

Please Describe the Event:

Is the event open to the public? ____ Yes ____ No

Participating Sites:

1. Name of Organization: _____
Address: _____
Contact Person: _____
Phone: _____ Fax: _____
Email: _____

2. Name of Organization: _____
Address: _____
Contact Person: _____
Phone: _____ Fax: _____
Email: _____

3. Name of Organization: _____
Address: _____
Contact Person: _____
Phone: _____ Fax: _____
Email: _____

(If any additional sites, please list on reverse.)

Approximate Number of Participants at AGCF: _____

Special Conditions (including any non-standard software or shared applications to be used during the meeting): _____

Does the event require a secure room (ie, no eavesdropping)? ____ Yes ____ No

EXHIBIT B

AGCF USE POLICIES

Eligible Events

The AGCF is available only for appropriate events that plan to use Access Grid videoconference technologies. The AGCF does not support non-AG videoconference technologies such as satellite-based services or RealMedia.

Seating Capacity

The facility has a comfortable seating capacity of 16. Up to 10 additional seats can be arranged for overflow crowds.

AGCF Staff and Facilities

Staff of the AGCF will operate the Access Grid equipment at all times. AGCF staff will be on hand one hour before each session is scheduled to begin. It is recommended that presenters take advantage of this time to ensure successful presentation of any display materials, such as PowerPoint slides.

Staff of the AGCF will not be responsible for arranging use of AG facilities at remote locations, or for any administrative or clerical tasks in support of the event (e.g. photocopying, faxing, sending event announcements).

Storage is not provided at the AGCF except for multi-day events. For multi-day events, a limited amount of storage is available during the course of the event only.

Charges

Note that all rates below require a four-hour minimum, and apply to events taking place during normal business hours (9AM – 5PM, Monday – Friday, excluding observed holidays).

An additional \$50/hour is charged for events that take place outside these hours. Each event is allotted two hours of set-up and testing time at no charge; this includes the hour before the scheduled start of the event itself. Events that require more set-up and testing time will be charged the hourly rate for any additional set-up and testing time.

- Boston University groups: \$100/hour
- Non-Boston University, non-profit groups: \$150/hour
- Non-Boston University, for-profit groups: \$200/hour

If backup telephone channels are to be used, the user organization is responsible for any and all telephone charges incurred.

Payment:

For non-Boston University organizations, payment in full is due in advance.

Cancellation and Refund:

The user organization may cancel the event by giving written notice to the AGCF Manager. If cancellation notice is received more than 7 days prior to the scheduled event, a full refund will be provided less any special costs incurred. If the user organization cancels on shorter notice, the user organization remains liable for all charges and no refund or abatement will be made.

The AGCF Manager reserves the right to cancel any reservation if necessary or appropriate in the AGCF Manager's sole determination due to intervening events or change in circumstances. In such case, all charges paid or due shall be equitably refunded or abated.

Terms and Conditions for Use of AGCF

The user organization shall abide by all the Standard Terms and Conditions For Use of University Facilities (Exhibit C), with the understanding that the term "Licensee" shall refer to the user organization.

The user organization assumes all risk of damage to or loss or theft of property at the AGCF except to the extent set forth in the Standard Terms and Conditions For Use of University Facilities.

The AGCF staff makes no assurances whatsoever as to the condition, quality, utility, performance, or any other matter relating to the AGCF including the equipment. The user organization assumes all risk of disruption, inconvenience, or failure relating whatsoever except to the extent caused by willful misconduct.

EXHIBIT C



STANDARD TERMS AND CONDITIONS FOR USE OF UNIVERSITY FACILITIES

1. **INTRODUCTION: DEFINED TERMS:** These terms and conditions pertain to the use by Licensee of the building(s) or property(ies) (the "Facility") owned by Trustees of Boston University (the "University") and identified on the accompanying document(s) executed by the University and the undersigned Licensee for the event(s) specified therein (the "Event"). These terms and conditions, together with any documents executed in connection with the Event, shall be collectively referred to as this "Agreement."
2. **TIME OF THE ESSENCE:** Time shall be of the essence of this Agreement. Without limiting the generality of the foregoing, the period of Licensee's use of the Facility pursuant to this Agreement shall not be extended for the installation or removal of equipment or other property or for any other purpose, without the written permission of the University, and Licensee shall vacate the Facility immediately upon the expiration of said period.
3. **COMPLIANCE WITH LAWS:** Licensee shall, at its own expense, comply with all municipal, state and federal laws, ordinances, rules, and regulations including, without limitation, the obligation to obtain any licenses, permits, and governmental approvals required in connection with the Event. Licensee shall pay any fines or penalties assessed for failure to comply with such laws, ordinances, rules, or regulations, and shall pay any expenses, legal or otherwise, incurred by the University due to Licensee's failure to so comply.
4. **INTERVENING EVENTS: CHANGED CIRCUMSTANCES:** The University shall not be liable in the event that Licensee is prevented, interrupted or delayed in its use of the Facility due to acts of God, storm, fire, flood, earthquake, roof-collapse, labor disturbances (including, without limitation, strikes, boycotts and lockouts), war, civil commotion, terrorist act, governmental order, rule or regulation, disruption of electrical or other utility service, lack of usual means of transportation, or any other cause or contingency beyond the control of the University. Licensee has informed the University of the nature of the Event and its intended use of the Facility, and any change with respect thereto shall be subject to the prior written approval of the University. If Licensee changes the Event or its proposed use of the Facility without University approval, the University may cancel this Agreement and forbid the use of the Facility by Licensee if such change would, in the judgment of the University, be dangerous, tend to cause damage to the University, its image or reputation, or conflict with University policy. If the University determines that additional security is necessary in connection with the Event and Licensee refuses to pay for such additional security, the University may cancel this Agreement. If the University cancels this Agreement pursuant to this paragraph, all payments made or due to the University hereunder shall be equitably refunded or abated.
5. **CONDUCT OF EVENT:** The Licensee shall be responsible for the conduct of any persons attending the Event, including, without limitation, any damage caused by such persons, and the University reserves the right to eject or cause to be ejected from the Facility any objectionable persons.
Licensee and all persons attending the Event shall comply with all rules, regulations and policies of the University.
6. **LICENSEE'S PROPERTY:** All merchandise, property, and effects of Licensee and of all persons claiming through or under Licensee which may be on University property during the period of Licensee's use of the Facility pursuant to this Agreement shall be at the sole risk and hazard of Licensee. The University shall not be responsible for any damage to or loss or theft of such property unless and to the extent caused by the willful misconduct of the University or its employees or agents.
7. **UNIVERSITY PROPERTY:** Licensee acknowledges that it has inspected or been afforded an opportunity to inspect the Facility, that the Facility is made available under this Agreement to Licensee in "as is" condition, and that the University makes no representations or warranties as to the condition of the Facility or its fitness for any particular purpose. Licensee shall at all times take good care of the University's real and personal property, and shall cause no waste or injury to any of it, reasonable wear and tear excepted. Licensee shall be responsible for any damage to or loss or theft of the University's property that is attributable to Licensee's use of the Facility unless and to the extent caused by the gross negligence or willful misconduct of the University or its employees or agents.
8. **INDEMNIFICATION:** Licensee shall defend (if requested), indemnify and hold harmless the University and its trustees, officers, employees, students and agents from and against any loss, claim, damage, liability or expense (including attorneys' fees) arising out of the Event or Licensee's use of the Facility or any other University property, unless and to the extent caused by the gross negligence or willful misconduct of the University or its employees or agents.

9. **INSURANCE:** Licensee shall take out and maintain, during the period of Licensee's use of the Facility pursuant to this Agreement, commercial liability insurance naming Trustees of Boston University as an additional insured, subject to a combined single limit of at least \$1,000,000 each occurrence and \$1,000,000 in the aggregate for bodily injury and property damage.

10. **ADVERTISING, PROMOTION, SOLICITATION:** The University reserves the right to approve all advertising and promotional materials for the Event. Without limiting the generality of the foregoing, Licensee shall not promote, advertise or publicize the Event in a manner which invokes the name of the University or any affiliates of the University other than to identify the location of the Event, or post any signs on University property, without prior approval from the University as to content and location. Except as approved by the University, the solicitation, sale or promotion of any goods or services by any person or company is prohibited within the Facility or in connection with the Event.

11. **RIGHT OF ENTRY:** University officers, employees and agents shall have the right at all times to enter the Facility in the performance of their duties.

12. **CONCESSIONS:** The University reserves the sole right to operate and receive all income from any food, beverages, concessions or the like. No other food or beverages may be served.

13. **PROHIBITED PRACTICES:** Neither Licensee nor any person for whom Licensee is legally responsible shall cause or produce any unusual, noxious or objectionable smoke, gas, vapor or odor; use any part of the Facility for lodging or sleeping other than those facilities officially designated as residential; overload any floor, ceiling, wall or fixture therein; remove, replace or install any locks; perform any act or thing on University property which might invalidate any insurance policies carried by either party to this Agreement; commit any nuisance; interfere with the effectiveness or accessibility of building mechanical systems (including lines, pipes, wires, conduits, and equipment), concession stands, public areas, streets and sidewalks; use the Facility for unlawful or immoral purposes or in any manner as to injure persons or property; or do any act or suffer any act to be done which will in any way mar, deface or injure any University property.

14. **NON-ASSIGNMENT:** Licensee shall not assign this Agreement or any rights hereunder or delegate any obligations hereunder without the prior written consent of the University. Any attempted assignment or delegation without the prior written consent of the University shall be void and shall constitute a breach of this Agreement.

15. **BREACH OF AGREEMENT BY LICENSEE:** In the event of a breach by Licensee of any term or condition of this Agreement, including, without limitation, a failure to pay any sum of money when due, the University may, by notice to Licensee, declare this Agreement terminated, enter into possession of all parts of the Facility, retain all sums of money previously received by the University under this Agreement, recover any sums of money then or thereafter due under the terms hereof and, in addition thereto, be entitled to any other damages or remedies at law or in equity. In the event of such breach, Licensee shall immediately vacate the Facility, and any property of Licensee may be removed by the University from the Facility, by force or otherwise.

16. **BREACH OF AGREEMENT BY THE UNIVERSITY:** In the event of a breach by the University of its obligations under this Agreement, the liability of the University shall be limited to repayment of the amount of any sums of money paid by Licensee or a pro-rated portion thereof.

17. **NOTICES:** Any notice required by this Agreement shall be hand-delivered, mailed first-class, postage prepaid, or delivered by commercial overnight delivery service to the addresses of the parties noted in this Agreement.

18. **NON-DISCRIMINATION:** The University does not discriminate against any person or group on the basis of race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, or because of marital, parental, or veteran status in the admission to or enjoyment of the use of its facilities. Licensee shall not so discriminate.

19. **MISCELLANEOUS:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts irrespective of the conflict of laws principles of Massachusetts or any other jurisdiction, contains the entire understanding between the parties with respect to Licensee's use of the Facility, and shall not be modified except by a written instrument signed by the parties hereto. The parties hereby submit to the jurisdiction of the courts of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts for the resolution of any disputes relating to this Agreement. This Agreement is for the limited purposes set forth herein, and shall in no event be construed to establish a partnership, joint venture, or any other relation between the parties other than owner-licensee. The University shall not be responsible for Licensee's policies or procedures relating to membership, programming, admission to events, costs, fees, or any other matters. Captions in this Agreement are provided for the convenience of the parties and shall not be used in interpreting the content of any paragraph contained herein. Each of the parties hereto represents that this Agreement has been signed and sealed by its duly authorized representative, and agrees that this Agreement shall take effect as a sealed instrument. If Licensee is an entity, it shall at the request of the University provide a certificate of authority, corporate vote, or other appropriate evidence of authority to enter into this Agreement.

20. **CANCELLATION BY LICENSEE:** If Licensee cancels the Event, Licensee shall pay the stated cancellation fees.