

# MCPF(CWB) EXTERNAL WORK REQUEST

## For Government and Industries

Materials Characterization and Preparation Facility (CWB)      General Enquiry: (Tel) 2358 6852 (Fax) 2358 2451  
The Hong Kong University of Science and Technology (E-mail) [mcpf@ust.hk](mailto:mcpf@ust.hk) (Website) <http://www.mcpf.hkust.edu.hk>

(This Form Can Be Filled With Adobe Acrobat Reader)

MCPF(CWB) Job No. \_\_\_\_\_

Name of Institution ("Client"): \_\_\_\_\_

**\* Full Official Name of Company for invoicing required. No change of Name allowed afterwards.**

Address: \_\_\_\_\_

Name(in FULL): \_\_\_\_\_ Post: \_\_\_\_\_ Dept: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name of Your Supervisor: \_\_\_\_\_ Tel: \_\_\_\_\_ E-mail: \_\_\_\_\_

Project/Account No. (for NAMI users only): \_\_\_\_\_

Description of Analysis ("Work"): \_\_\_\_\_

Materials/sample(s) to be analyzed: (please  )

powder  liquid  gas  solid (size: \_\_\_\_\_)  others (specify: \_\_\_\_\_)

Materials Safety Declaration: (please  )

Radioactive  Bio-hazardous  Toxic  Other hazardous

**(MSDS datasheet required for all hazardous substances)**

Non hazardous

Name of sample(s): \_\_\_\_\_ Number of sample(s): \_\_\_\_\_

Sample(s) composition/constituents: \_\_\_\_\_

Equipment/technique required: \_\_\_\_\_

Above order confirmed by:

\_\_\_\_\_ Date: \_\_\_\_\_

*Client Signature & Company Chop*

### Terms and Conditions

- Any sample(s) submitted and/or provided by Client to MCPF(CWB) for the Work, if not collected by Client within two weeks from the date on which the Work is completed, will be disposed by MCPF(CWB) without any notice to the Client.
- MCPF(CWB) agrees to provide reasonable care, skills and professional expertise in the performance of the Work and the presentation of the result (if any) and/or report (if any) thereof.
- The result (if any) and/or report (if any) of the Work will be provided to Client on an "AS IS" basis. MCPF(CWB), The Hong Kong University of Science and Technology ("HKUST") and Hong Kong University of Science and Technology R and D Corporation Limited ("RDC") disclaim all warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and accepts no liability with respect to the usage of the result (if any) and/or report (if any) of the Work.
- The use of the result (if any) and report (if any) of the Work will be left to the discretion of Client. MCPF(CWB), HKUST and RDC are not responsible for any claims or liabilities associated, either directly or indirectly, with the use of any result (if any) and/or report (if any) arising from the Work by Client, its subsidiaries, affiliates, associates, or agents, or any parties.
- MCPF(CWB), HKUST and RDC make no warranties of non-infringement with respect to any third-party rights and title, including patent and intellectual property rights, with regard to the result (if any) and/or report (if any) of the Work.
- Client shall not refer to or use the name of MCPF(CWB), HKUST and RDC, or any variation, adaptation, or abbreviation thereof, or any of their trustees, officers, faculty, students, employees, or agents, or any other trade marks, service marks, business names, trade names, and/or logos owned or controlled by HKUST in any literature or announcements relating to the Work without obtaining express prior written permission from HKUST.

**Terms and Conditions**

7. Client hereby agrees and acknowledges that at all times it shall not have any claim whatsoever (whether under contract, in tort or otherwise) against MCPF(CWB), HKUST and RDC, and their officers, directors, employees, agents, affiliates and successors arising from or in relation to or in connection with the Work and/or the result (if any) and report (if any) of the Work, and Client hereby irrevocably and unconditionally waives any such claim if Client does have any such claim.
8. MCPF(CWB), HKUST and RDC's aggregate liability (if any) to Client (whether under contract, in tort or otherwise) shall not in any event exceed the actual sum paid by Client to MCPF(CWB), HKUST or RDC for this Work.
9. MCPF(CWB) may utilize certain background intellectual property in providing the Work ("Background Expertise"). Client agrees and acknowledges that the entire right and title to all the Background Expertise shall remain solely and exclusively owned by HKUST, and that HKUST shall have the right to utilize and further develop the Background Expertise for any purposes with any parties. Client shall not have any interest whatsoever in the Background Expertise.
10. Client shall use the result (if any) and/or report (if any) of the Work solely for its internal use and not for any other purposes. Client shall not transfer and/or re-sell the result (if any) and report (if any) of the Work to any other parties, and shall not modify and/or extract any part(s) of the result (if any) and report (if any) of the Work.
11. Client shall have the obligation not to use the result (if any) and report (if any) of the Work for the purposes of product and/or service endorsement and public promotion.
12. If expressly agreed by MCPF(CWB) in advance, Client may assign its designated employees to participate in the Work at the premises of HKUST. Under such circumstance, Client shall have the obligation and responsibility to arrange all necessary insurance for its designated employees for accessing the facilities at MCPF and/or conducting the Work at the premises of HKUST. For the avoidance of doubt, Client shall separately bear all its own insurance costs.

**For MCPF(CWB) use only**

Project Name: \_\_\_\_\_

Notes: \_\_\_\_\_ Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_

**UNDERTAKING**

We/I, \_\_\_\_\_ / \_\_\_\_\_  
[organization/name of the requester], have engaged staff in charge at the Materials Characterization and Preparation Facility (CWB), The Hong Kong University of Science and Technology (HKUST), to conduct \_\_\_\_\_ [project title], hereinafter referred to as the "Project".

We agree and acknowledge that the Project is for research purposes only. HKUST is not responsible for any claims or liabilities associated, either directly or indirectly, with the use of any deliverable and result (if any) arising from the Project.

\_\_\_\_\_ / \_\_\_\_\_  
[Organization/name of the requester] shall not refer to or use the name "The Hong Kong University of Science and Technology" or any variation, adaptation, or abbreviation, or logo thereof, relating to the Project without obtaining prior written permission from HKUST.

Nothing in this undertaking shall be construed as a transfer of any intellectual property rights owned by HKUST to \_\_\_\_\_ / \_\_\_\_\_  
[organization/name of the requester].

Signature: \_\_\_\_\_

Title and position: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_