

External or Commercial Client NMR User Training and Access Requirements

A Step-by-Step Guide

This document with the attached permission and liability forms are for **external and commercial users ONLY** and intended to provide new users with an overview of facility requirements, expectations, safety, and our training procedures.

New users will first need to complete online courses from Health, Safety and Environment (HSE).

Before Requesting NMR Training

The NMR facility **requires** all users to:

- 1.) complete up to date "WHMIS" course
- 2.) complete up to date "Laboratory and Chemical Safety" course
- 3.) Read the Safety Manual: http://nmr.chem.ualberta.ca/safety_manual/safety_manual.html
- 4.) Navigate to our NMR facility website and be familiar with:
http://nmr.chem.ualberta.ca/AOVNMR_course/VNMRJ/content.html

To Pass Training - You will be quizzed on any of the above material and the NMR Code of Conduct (see below).

Courses are located at:

<https://www.ualberta.ca/human-resources-health-safety-environment/environment-and-safety/training/index.html>

-search by name of required course(s).

The HSE online training courses have a lot of good information and an exam at the end. You will need to save and print your certificates. Note: If the certificates will not print, it is likely that some part of the course has not been completed. Please check carefully, as we will not allow access without certificates.

NMR Code of Conduct

In the NMR facility users are expected to adhere to the following:

- Comply with all Covid requirements (e.g. masks at all times, hand and sample cleaning)
- No lab coats, gloves, nor chemistry in the NMR facility
 - NMR samples should be sealed, clean, and safe to handle
- No headphones
 - we need you aware of your surroundings (and they're magnetic)
- If you see, hear, or smell something unusual inform staff AS SOON AS POSSIBLE
- When in doubt, ask
- The NMR facility is accessible 24/7/365 with UofA restrictions
 - you need to follow your lab's "Working Alone Protocols"
- **If something goes wrong:**
 - 1.) Place an "Out of Order" sign in front of the keyboard
 - 2.) Alert NMR Staff Immediately. Room WB-13, phone (780) 492-2573. If no answer, leave a detailed message (e.g. your name, phone number, location, problem, steps-taken, etc.). If after hours also **email** Mark (mark.miskolzie@ualberta.ca) and Ryan (ryan.mckay@ualberta.ca) with all details.

Now to NMR Training

- 1) Contact Nupur and/or Mark (780.492.2573) to arrange and book an online training time.
 - a. Training is typically Wednesday afternoons, but there is flexibility when needed
- 2) Printout, read, understand, sign, and get your supervisor's signature on your "**NMR Training and Access Request Form**" and **Liability form** (page 3 this document). Electronically scan or take a picture.
- 3) Printout, read, understand and get all signatures for the Liability and Waiver form (attached).
- 4) Electronically send your WHMIS, Laboratory & Chemical Safety course certificates, along with completed and signed Access and Liability forms to your assigned NMR staff training person.
- 5) NMR instructor will sign your access form when training is completed, and send you an electronic copy.
- 6) Forward the **completed and signed NMR Access Request form** and **all course certificates/forms/waivers** to Ryan (ryan.mckay@ualbert.ca).
 - a. Book an appointment time for your online review talk, quiz, and final spectrometer test.
- 7) Survive the 20 minute "pep" talk, pass your quiz, and get the final signature.

Remember do not rush, be safe, and **do not forget to ask questions.**

Spectrometer Reservations

For access to NMR spectrometer reservations you will need to contact NMR staff to reserve time for you. Please contact ryan.mckay@ualberta.ca for monthly regular reservations.

Never hesitate to contact us should you need anything, and good luck.

Ryan T. McKay, *Ph.D.*

NMR Laboratory Supervisor

Room E3-17A Email: ryan.mckay@ualberta.ca Phone: 780.492.9950

NMR Training and Facility Access Request Form

Please read carefully: REMEMBER - you are agreeing to the terms below:

- **Users will only use instruments as trained by NMR Staff**
 - NMR spectrometers are extremely expensive, sensitive, and potentially dangerous instruments. They have to be treated with care and respect.
 - Repairs are costly and often come with long instrument down times (weeks to months!)
- NMR facility access and keys are for the sole use of the assigned user.
- **"Out of Order"** signs need to be posted and NMR staff **must** be informed immediately when an instrument is not functioning normally.
- If **something goes wrong immediately inform staff**; do not attempt repairs yourself.
 - Accidents happen, but not informing staff can quickly cascade into additional problems.
 - In multi-user environments, individual actions can quickly have serious consequences for all.
- Users are responsible for the privacy of their login and reservation online *username* and *password*.
- No chemistry at the computers/desks. Ask staff and arrange to use fume hoods if necessary.
- Any attempt to use instruments outside of intended time limits, e.g., combining reservation time slots with those booked by other users on the same instrument (*i.e.*, "time pooling") is **explicitly forbidden**.
- **Access to instruments is a privilege.**
 - User professionalism, courtesy, and cooperation are essential for the facility operation.

First Name: _____

Last Name: _____

Email Address: _____

Undergrad Student

Grad Student

Research Group/Company: _____

Postdoc

Start Date: _____

Other: _____

Date (dd/mm/yy)

Contact Phone Number: (____) _____-_____

Has completed online training: WHMIS Laboratory Safety and Chemical Safety

Today's Date: _____

User's Signature*: _____

** By signing I agree to the terms above.*

Supervisor's permission: "The individual named above has received training, and as their supervisor I request that this person be given access to the departmental NMR spectrometers under my responsibility."

Supervisor's Signature

Date: (dd/mm/yy)

Deliver Completed Form to:

Kelly Fowler

Department of Chemistry, E3-44

From: Dr. Ryan T. McKay, Room E3-17A

(780) 492-9950

Office Use Only

User Approved for Facility Access and Key

NMR Instructor Signature

Date

NMR Supervisor Signature Date

Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement for External Commercial and Academic Users.

WARNING -- PLEASE READ CAREFULLY - by signing this document you accept important legal/financial obligations and waive legal rights, including the right to sue

TO: THE GOVERNORS OF THE UNIVERSITY OF ALBERTA (the "University of Alberta")
(Please Print this Section of Document)

User's NAME (please print): _____

PHONE NO: (_____) _____ E-Mail Address: _____

EMERGENCY CONTACT: _____

RELATIONSHIP: _____ PHONE NO.: _____

Employer's Name: _____

ADDRESS: _____ City/Town: _____ Country: _____

Authorized Representative of Employer: _____

PHONE NO: (_____) _____ E-Mail Address: _____

TERM: From: _____ To: _____

User Activities:

This document relates specifically to use of Nuclear Magnetic Resonance ("NMR") instruments located within the University of Alberta's Department of Chemistry. It includes an assumption of risk and indemnity by the user and the user's employer in relation to any legal liability and/or financial responsibility associated with the use of the instrumentation, including but not limited to any environment, building, person, and/or instrument disruption, damage, harm, etc. It also includes a waiver and release of any and all claims against the University of Alberta.

In consideration of being permitted to use the NMR instrumentation, the user and the user's employer understand that they **may be held legally and financially responsible for any and all use of the NMR instrumentation that does not follow the specific policies and procedures described in the University of Alberta's NMR training**. The user and user's employer further understand that the University of Alberta may terminate their use of the instrumentation at any time in the discretion of the University. Finally, they each understand that they have an obligation to respect the confidentiality of any sensitive information or dealings which may relate to their visiting the University and they agree to not disclose any information without the prior written consent of the University of Alberta. This obligation of confidentiality continues into perpetuity.

I freely agree to abide by these requirements:

Initials: _____

ASSUMPTION OF RISK and Release of Liability

I am aware that the activities associated with use of the NMR instrumentation have many inherent risks, including, but not limited to:

- EQUIPMENT:** all manner of injuries resulting in muscular injuries and soft tissue injuries including bruises, scrapes, cuts, burns, etc, and broken or cut bones resulting from misuse or improper use of the equipment or techniques by myself or others; and
- OTHER HAZARDS:** flying debris from use of tools, dropping tools, noxious fumes, release of cryogenes, electrical, etc.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, permanent disability, property damage or loss resulting therefrom.

Initials: _____

INSURANCE COVERAGE

- THE USER IS SOLELY RESPONSIBLE** to select and purchase adequate liability insurance to cover the use of the NMR instrumentation.

2. **THE USER IS SOLELY RESPONSIBLE** to select and purchase adequate accidental death and dismemberment insurance. The user will rely on this private insurance for compensation for any injuries they may sustain while using the NMR instrumentation.

I freely accept and assume all responsibility to provide myself with the insurance coverage noted herein.

Initials: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the University of Alberta allowing me to visit the University of Alberta and use the NMR instrumentation, the user and user's employer agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that they have or may have in the future against the University of Alberta, its board members, officers, employees, students, agents, contractors and volunteers (all of whom are hereinafter collectively included in the term "University of Alberta") as a result of the user's use of the NMR instrumentation;
2. **TO RELEASE THE UNIVERSITY OF ALBERTA** from any and all liability resulting from any loss, damage, injury (including death) or expense that the user (including the user's heirs, executors, administrators, and representatives) or user's employer may suffer as a result of the user's use of the NMR instrumentation due to any cause whatsoever, including without limitation, negligence, breach of contract, or breach of any statutory or other duty of care, as well as any duty of care owed under the *Occupiers' Liability Act, RSA 2000, c O-4* on the part of the University of Alberta.
3. **TO HOLD HARMLESS AND INDEMNIFY THE UNIVERSITY OF ALBERTA** in relation to: (a) any damage to University property (including the NMR instrumentation) caused by the user (b) any and all liability for any damages to the personal property of, or personal injury to, any third party resulting from the user's use of the NMR instrumentation; and (c) any and all claims, demands, actions, and costs which might arise out of the user's use of the NMR instrumentation.

I ACKNOWLEDGE that I have read and understood this Agreement before signing it; that I have executed this Agreement voluntarily; and that this Agreement will be binding upon myself, my heirs, executors, administrators, and representatives. I further acknowledge and agree that I will follow all rules, guidelines, and training provided to me by the University of Alberta in relation to the use of the NMR instrumentation.

SIGNED THIS _____ day of _____, 20_____, at Edmonton, Alberta.

Signature of User

Signature of Witness

Printed Name of User

Printed Name of Witness

Signature of Employer Authorized Representative

Printed Employer Name

Protection of Privacy - The personal information requested on this form is collected under the authority of Section 33(c) of the Alberta *Freedom of Information and Protection of Privacy Act* and will be protected under Part 2 of that Act. It will be used for the purpose of administering the use of the Department of Chemistry instrumentation, records retention and/or to communicate with the emergency contact in case the participant is seriously injured or ill.

Note: This agreement must be copied in colour to a single double-sided page and completed in full (initialed, signed, dated, witnessed) before any participant may begin this activity. Signed documents must be filed with the department and be kept for a minimum of ten years