

Affiliate Agreement

Site access is a privilege granted in accordance with the Laboratory [Site Access Policy](#) and procedure to individuals who do not have regular employee status. This privilege may be withdrawn at any time. Loss of privilege may occur for various reasons, including non-conformance with Laboratory policies and procedures. As an Affiliate visiting the Berkeley Lab you are asked to sign this agreement to acknowledge that you will abide by the Lab's policies and procedures that govern your Affiliate appointment. Refer to the Laboratory's [Affiliate Policy](#) for additional information regarding Affiliate responsibilities.

All Affiliates

- Must have a valid appointment and badge to participate in any activities with Berkeley Lab, including but not limited to collaborating on research, or performing work as stipulated within a valid subcontract agreement.
- Must carry a valid badge at all times while on Berkeley Lab site and facilities.
- Must complete the Berkeley Lab training at the start of the Affiliate appointment and must adhere to all safety requirements for conduct and training.
- Must notify their Host and Human Resources (HR) (or Division Contact) if they are ending their Affiliate appointment prior to the scheduled end of the appointment.
- Must notify HR (or Division Contact) of any changes to contact information.
- Affiliates shall be responsible for their own health insurance.
- Regardless of nationality, to the extent permitted by the United States ("US") law and US State law of the Affiliate, if any, if the Affiliate utilizes any work derived from this Agreement in the making, using, or selling of a product, process or service, then the Affiliate hereby agrees to hold harmless and indemnify the Berkeley Lab and the Government, their officers, agents and employees from any and all liability, claims, damages, costs and expense, including attorney fees, for injury to or death of persons, or damage to or destruction of property, as a result of or arising out of such utilization of the work by or on behalf of the Affiliate, or persons acting on behalf of the Affiliate.
- Regardless of nationality, to the extent permitted by the US law and US State law of the Affiliate, if any, the Affiliate hereby agrees to indemnify and hold harmless Berkeley Lab and the U.S. Government, their officers, agents, and employees from any and all liability, claims, damages, costs and expenses, including attorneys fees, for injury to or death of persons, or damage to or destruction of property, arising out of the performance of this Agreement or arising out of the use of the services performed, materials supplied or information given hereunder by any persons, including the Affiliate, and not directly resulting from the fault or negligence of the Berkeley Lab or the US Government, or persons acting on their behalf.
- Affiliates shall not be considered employees of the Berkeley Lab or the Department of Energy (DOE) for any purpose. As a condition of access to Berkeley Lab sites and/or systems, Affiliates must comply with all Berkeley Lab policies and procedures.

Foreign National Affiliates

- Must provide original immigration and work authorization documents to the HR Shared Services contact at the start of the Affiliate appointment.
- Must report any changes to immigration status to HR, the Division Contact and to the International Research & Scholars Office (IRSO) in a timely manner. This includes extensions of or changes to visa status.
- Must provide proof of valid visa status appointments to IRSO before their Affiliate appointment can be extended.
- Must notify their Host (and/or Division Contact) and IRSO if they leave the country during their appointment. Affiliates may need to return their badge in case of a prolonged stay abroad (will be reissued upon return).

Affiliate Departure Requirements:

- At the end of the Affiliate appointment, Affiliates must return their identification badge, parking permit, dosimeter, keys or any other Berkeley Lab property to their Host or Division Contact BEFORE leaving Berkeley Lab.

Failure to surrender these items may result in loss of future access privileges.

I acknowledge that I will abide by the above requirements of my Affiliate appointment as well as by the Berkeley Lab's policies and procedures as outlined in the Lab's [Requirements and Policies Manual](#).

Printed Name: _____

Signature: _____

Date: _____