

NFFA-Europe PILOT User Access Policy

Declaration of Acceptance

I, the undersigned, _____,
affiliation _____, user within the NFFA-Europe Proposal
ID _____, title _____
declare that I have read and fully understood the present NFFA-Europe Pilot User Access Policy.

I also declare that by signing this document I agree to be bound by all terms, conditions, and obligations contained therein.

1. Ownership of results

1.1 Intellectual Property

In the context of the NFFA-Europe Pilot Annex I – Part B to the Grant Agreement, the user-project intellectual property (IP) will consist of several parts depending on the specific origin of the proposed technical solutions or scientific approaches. Three distinct forms of IP assets are identified.

- a. At the level of the user project a “Proposal-IP” is defined, including a background IP generated by the user before accessing NFFA-Europe installations with all the novel contents of the proposal itself (processes, compounds or solutions proposed by the user), as well as a foreground IP generated during the access to the NFFA-Europe installations, consisting of the results sought/achieved.
- b. At the level of the installations: “Facility-IP”, i.e. innovative instrumentation or novel solutions developed during the user access needed to carry out the user research or upgrades.
- c. At the level of experiment preparation: “Preparation-IP” not strictly related to Proposal-IP or Facility-IP (sample/substrate preparation/ characterisation).

It is agreed and accepted that background Proposal-IP is owned by the user and Facility-IP is owned by the Access Provider offering access to the specific installation. Foreground Proposal-IP is also generally owned by the user but can be co-owned by the access provider (based on considerations made in 2.3), depending upon the access mode and the involvement of the NFFA-Europe provider staff. Preparation-IP is foreground IP co-shared by Access Providers and Users.

1.2 Access rights

The access providers must — unless it is subject to legal restrictions or limits— give users royalty-free access to the background needed to implement Proposal ID_____.

The access providers must inform the users as soon as possible of any restriction, including those imposed by the rights of Third Parties, which might substantially affect the granting of the assigned access work.

1.3 Confidentiality

There is a general obligation among beneficiaries and users, (including Commission/Agency) to keep confidential during the action and for four years afterwards, any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed.



2. Dissemination and exploitation of results

2.1 Acknowledgement of NFFA-Europe Pilot support

The user declares that no pre-existing agreements or other conditions prevent the dissemination of results generated within the NFFA-Europe Pilot project or that s/he is working for a SME. Publication in open-access journals is strongly encouraged. Users accept to acknowledge the NFFA-Europe Pilot support in:

- any **dissemination** action resulting from the proposal (peer-review articles, conferences, book chapters), by including the sentence *“This project has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 101007417 having benefited from the access provided by ...access provider (i.e. Institution)... in ...access site (i.e. City)... within the framework of the NFFA-Europe Pilot Transnational Access Activity, proposal IDXXXX.”*
- any **protection** action by including the sentence *“The project leading to this application has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 101007417 having benefited from the access provided by ...access provider (i.e. Institution)... in ...access site (i.e. City)... within the framework of the NFFA-Europe Pilot Transnational Access Activity, proposal IDXXXX.”*

It is expressly recommended to include the NFFA-Europe Pilot staff members who ensured the access support in the acknowledgements

2.2 Communication of dissemination and protection actions

In order to allow the NFFA-Europe Pilot Consortium to collect data on dissemination and exploitation activities and evaluate the impact and efficacy of these initiatives on society and economy, users shall communicate at least tentative title, list of authors and abstract of all dissemination initiatives or protection actions undertaken with a reasonable advance via email to userdissemination@nffa.eu.

2.3 Co-authorship

Co-authorship shall follow the gentlemen’s agreements and best-practices commonly adopted within the scientific community. This should take into account, with fair and reasonable conditions, any substantial scientific and technical contributions that exceed mere basic support to user activities, whether in-presence or remote, and brought into the research work by NFFA-Europe staff, in order to complete the research or to analyse and obtain exploitable results.

2.4 Research Data Policy

The user agrees to be bound by the obligations contained in the NFFA-Europe Research Data Policy, available at <https://www.nffa.eu/apply/data-policy/>, related to the management of research data and metadata generated within the NFFA-Europe Pilot project.

Particular attention should be paid to the fact that users must ensure Open Access to any research data and associated metadata, collected during the access to NFFA-Europe Installations, needed to validate the results presented in any written dissemination action (peer-review articles, conference proceedings, book chapters), at the latest by its publication date.

2.5 Exploitation rights

If the results, ensuing from a user proposal to which NFFA-Europe staff has contributed and for which there is a shared IP with NFFA-Europe site(s), are considered to be suitable for protection or commercial



exploitation by one of the involved parties, the same considerations on co-authorship of 2.3 are valid. A written agreement on IPR must be concluded in advance to any exploitation action.

In absence of agreements containing fair and reasonable conditions, the commitment of NFFA-Europe staff members terminates with the end of the granted access sessions and no further scientific or technical activity aiming to protect or exploit the results of this proposal, will be carried out.

3. Insurance

It is agreed that the NFFA-Europe Pilot Consortium shall NOT be jointly nor severally liable in either of these cases: (i) when access provider's staff causes damage to things belonging to third parties (including users' samples or equipment for access sessions) or injures them; (ii) when third parties (users) cause damage to things belonging to Beneficiaries' organisations or injure its staff during their access sessions to NFFA-Europe Installations. Upon Access Provider's explicit request user/user groups shall provide evidence of full civil responsibility and/or work accident insurance coverage by their own organization/s for the whole duration of the access to NFFA-Europe Installations in connection with this proposal.

4. Safety rules and policies

Upon arrival on Access Providers' premises, users shall receive information and be subject to training sessions on the safety rules and policies in place at the Access Provider's site (including the adoption of precautionary anti-pandemic measures, if required).

5. Contribution towards travel and subsistence expenditures incurred

Maximum two users per research group are entitled to receive a partial contribution towards the travel and subsistence costs upon formal request after proposal approval. For terms and conditions see the User Guidelines.

6. Post-Access rights and obligations

Transnational access to NFFA-Europe facilities is provided free-of-charge to users. However, Access Providers do incur costs for providing the access. For cost statement purposes, users will be requested by Access Providers to sign the summary of provisions actually absorbed by this specific NFFA-Europe proposal ID_____.

After completion of the specific proposal programme, user group leaders are requested to fill and submit the access questionnaire and access report following instructions received from NFFA-Europe staff. Failure to submit the above documentation will prevent the evaluation of any further proposal for access to NFFA-Europe facilities.

Users benefiting from access to NFFA-Europe facilities in the frame of proposal ID ____, agree on providing any additional information or proof requested by the EC for reviewing purposes.

7. Duration of obligations

The above obligations shall continue to be in force for a maximum period of five years from the completion of the access sessions at NFFA-Europe facilities, or at the latest until 28 February 2031. Failure to observe the above rules will prevent any further access to NFFA-Europe and may lead to legal action.



Date

Signature
