

Annex №6

To Article 11 (2) of the Partnership Contract of 28.09.2017 on Distributed Research Infrastructure INFRAMAT

**RULES FOR ACCESS OF EXTERNAL ORGANIZATIONS TO THE
SCIENTIFIC INFRASTRUCTURE AND EQUIPMENT OF A
DISTRIBUTED RESEARCH INFRASTRUCTURE
INFRAMAT**

§1 Principles

The Present Rules (here in after referred to as *Rules*) for the access of external users to the scientific infrastructure of the DISTRIBUTED RESEARCH INFRASTRUCTURE INFRAMAT (defined in Ordinance No 354 of 29 June 2017 of the Council of Ministers of the Republic of Bulgaria) comply with the national laws, the international agreements and the recommendations of Horizon 2020 programme, including the guidelines and principles set out in the European Charter for Access to Research Infrastructures, 2016, especially, but not limited to areas such as intellectual property rights, confidentiality, ethical rules, security and protection.

1. Present *Rules* provide the general framework of INFRAMAT policy for access to its scientific infrastructure. The specialized laboratories in INFRAMAT may apply additional regulations for external users for access to their equipment according to its specificity.
2. *INFRAMAT* offers access to the resources of its scientific infrastructure to users from academic institutions, businesses, public institutions and individuals (hereinafter referred as *User*).
3. *Users* from external organizations pay at market prices the services and access to INFRAMAT's specialized infrastructure in order to achieve financial sustainability of the scientific infrastructure. The payment for services and access to specialized equipment is based on a price list outlined for the specific type of equipment.
4. The *User* of the scientific infrastructure adheres to standard codes of ethical conduct in research.
5. *INFRAMAT* supports, when it is possible, the policy of open access to publications and data, especially those aimed at publicity.

§2 Access to INFRAMAT's scientific infrastructure

1. *INFRAMAT* provides access to its facilities to external *Users* for the following purposes: conducting scientific research, service and expert analyses, training activities. The term facilities implies, but is not limited to, equipment, services, information and other materials, in collaboration with the scientists from *INFRAMAT*.
2. *INFRAMAT* provides the following main forms for use of the scientific infrastructure by external *Users*:
 - Joint projects and research investigations for external users with partner organizations in *INFRAMAT*;

- Accomplishment of specific assays and activities such as services for research organizations and companies for implementation of their projects in which the partner organizations of *INFRAMAT* do not participate;
 - Training and demonstration activities which involve participants from external scientific organizations for the purposes of specialized training for the use of the scientific equipment and new experimental techniques;
 - Expertise and analyses for state institutions.
3. Depending on the specific objectives under point 2, access to facilities is based on scientific proposals (projects), a request or contract for service analysis or training.
 4. When the access to facilities is based on scientific projects, the submitted proposals are evaluated by committees composed from scientists involved in *INFRAMAT* with expertise in the relevant area. The criteria for approving proposals are the scientific achievements, the technical feasibility and the available resources in the laboratory. The designated committee applies in its work the principles of transparency, fairness and impartiality.
 5. In the event that the request for access under point 2 or parts thereof is funded by a commercial company or institution, the *User* is obliged to inform *INFRAMAT* about the details of her/his agreement with the respective company or institution. *INFRAMAT* and the *User* together decide on each individual case whether an additional agreement is required beyond the present Rules.
 6. The *User* guarantees that all research activities are conducted exclusively for peaceful purposes in accordance with generally accepted rules of good willing scientific practices.
 7. *INFRAMAT* widely proclaims, including on the websites of the laboratories responsible for scientific infrastructure, the offered access to the infrastructure and the present Rules for the access.

§3 Use of research infrastructure and *Local contact*

1. After accepting of the proposal, an access schedule is issued and an operational *Local Contact* (a scientist from the laboratory's staff) is appointed to the project. To ensure efficient and successful use of laboratory resources, the *User* is invited to discuss the requested investigation with the *Local Contact* Research prior to the analysis.
2. *Local contact*:
 - provides support for the technical planning of scientific research;
 - guarantee the equipment is properly set to perform the research;
 - provides appropriate training and guidance to enable the user to work efficiently and safely with the equipment;
 - Assists the *User* into the work environment and helps him/her in installation of the equipment.
3. The *User* must ensure that a sufficient number of specialists participate in the research to guarantee its safe and efficient performance during the time, covering the planned period of access.

§4 Creating a schedule

1. *INFRAMAT* will inform in due time the *User* about the evaluation of the proposal and provided access time. The schedule for access to the facility will be sent to the *User* via e-mail. *INFRAMAT* retains the full right to schedule and distribute the timetable and access to scientific facilities.

2. The user is obliged to notify *INFRAMAT* as soon as possible, if for any reason, she/he is not able to carry out the research at the respective schedule.

§5 Obligation of confidentiality

1. With reference to access to scientific infrastructure, it may be appropriate and necessary for both *Parties* to gain access to certain technical and scientific information and materials from the other *Party*, hereinafter referred to as *Information*. The *Parties* will treat as confidential each and all of the *Information* that has been or will be provided to them or which they acquire in the framework of the conducted research in *INFRAMAT*.
2. The *Parties* are obliged to keep the confidentiality and security of the *Information* belonging to the other *Party*. Each *Party* shall continue to own all intellectual property rights pertaining to its own technology throughout the use of the facilities provided. The *Parties* undertake not to disclose this information to third parties under any circumstances unless a further written agreement between the *Parties* has been previously signed.
3. The aforementioned confidentiality obligation is not applied to any information for which:
 - it could be demonstrated that it has been in the public domain or is being publicly known and easily accessible, or
 - it could be proved that it has been in the possession of, or has been readily accessible to the other *Party* or its subsidiary organizations receiving information from another source prior its disclosure, or
 - becomes part of the public domain or has become publicly known by publication or otherwise, and not by any unauthorized action by the other *Party*, or
 - it is required to be disclosed by law or government order, provided that the other *Party* has given notice within a reasonable time of such disclosure required.

§6 Ownership and materials

1. After consultation with the *Local Contact*, the *User* may be allowed to provide equipment, tools, kits, test equipment, or materials necessary to conduct its research at the facility. Such objects remain the property of the *User* and must comply with *INFRAMAT's* safety rules. Except as otherwise agreed between the *Parties*, all such property - provided by the *User* or the additional equipment and equipment necessary for carrying out the scientific research and provided by the *User* – must be removed by the *User* as soon as possible after the end of research and at the latest within a period of seven days from *INFRAMAT's* premises or to be discarded by the *User* on her/his account, unless otherwise agreed. Samples and consumables brought or shipped to *INFRAMAT* must be collected by the *User* or disposed of in accordance with the safety rules. Heavy equipment must be delivered and retrieved during the standard working hours.
2. The *User* must provide to the *INFRAMAT* all the necessary information about the materials needed to conduct the research. Especially, the *User* must prepare and declare a list of all chemicals, lasers, radioactive substances, biological specimens, apparatuses, etc. at least four weeks prior to arrival at *INFRAMAT*. These chemicals, lasers, radioactive substances, biological specimens, apparatus, etc. imported to *INFRAMAT* must be identical to those listed in the list provided. All changes must be approved by *INFRAMAT* before the research is conducted.

3. Upon the completion of the research, the *User* has to restore all used equipment and facilities to the condition in which they were at the time of arrival.
4. *INFRAMAT* is not responsible for the *User's* property in *INFRAMAT*, except in cases of loss or damage caused by intent or due to gross negligence on *INFRAMAT's side* or its employees.

§7 Intellectual property

1. Each *Party* is and remains the owner of any know-how and intellectual property acquired or created by it prior to the conduct of the scientific research agreed on the basis of present *Rules*.
2. The rights to any and all working results (including, but not limited to, know-how, development of reports, proposals, ideas, projects, designs, patterns, models, etc.) achieved by the *User* within the scientific research conducted at *INFRAMAT* contracted under present *Rules* are owned by the *User* who provides to *INFRAMAT* a non-exclusive and non-transferable right of free use for own research and commercial purposes.
3. In the case of joint inventions during the conduct of a scientific study and where the two *Parties* cannot divide the shares according to the rules of the *Parties*, these issues shall be decided on a case-by-case basis. However, the *User* grants to *INFRAMAT* at least a non-exclusive right of free use for its own research and commercial purposes on a case-by-case basis.

§8 Publicity

1. In accordance with the principle of free access to information, the *User* shall endeavor to publish the results of her/his scientific research according to present *Rules* in peer-reviewed journals.
2. Prior to the start of the research *Users* and scientists from *INFRAMAT* who wish to cooperate on topics related to scientific research should enter into relevant agreements, including the co-authorship of *INFRAMAT* in the resulting publication.
3. In the case of publication, the *User* must acknowledge the support of *INFRAMAT* and its supporting staff or any other assistance in any published material (including conferences and press releases) resulting from the work done entirely or partially at *INFRAMAT*, with the following message: "Parts of the research were conducted in a Distributed research infrastructure *INFRAMAT*. We would like to acknowledge (staff names if they are not co-authors) for their support using the corresponding facility." Technical aspects related to the scientific facility must be consulted with the staff of *INFRAMAT* before the publication.
4. The *User* is obliged to inform *INFRAMAT* about the title, authors and the complete list of citations of each scientific publication as a result of the use of *INFRAMAT's* facilities and to send this information to the *INFRAMAT's* online database.
5. The *User* must obligatory submit the Report for the use of the provided scientific facility within three months after the completion of the research. The timely submission of this report will be taken into account at future access applications.

§9 Relationships with the staff

1. The *User's* staff remains employed by the *User* throughout during implementation of the research and may not be considered as *INFRAMAT's* personnel for any reason whatsoever.
2. The *User* is required to have adequate health insurance and accident insurance for the entire duration of his/her stays at *INFRAMAT's* facilities. These insurances must cover all possible accidents while the

User carries out the research according to the Rules. *INFRAMAT* is not responsible if the User is not insured.

§10 Access requirements

1. Access to scientific facilities is permitted in accordance with the *INFRAMAT* Regulations. Relevant access systems at *INFRAMAT* require the collection and processing of personal identification data. As a prerequisite for the use of *INFRAMAT*'s scientific facilities, the *User*'s employees and the persons acting on its behalf are required to fill all access documents and fulfill all *INFRAMAT* requirements. *INFRAMAT* ensures that it will not collect or process the user's personal data for other purposes.
2. The *User*'s employees and persons acting on their behalf must undergo the necessary safety training and be familiar with all necessary instructions before start of research.
3. The *User*'s employees and the persons acting on his behalf are under the supervision and control of *INFRAMAT* and should comply with all *INFRAMAT*'s rules regarding the access and use of scientific facilities including but not limited to safety, health, physical procedures, environmental protection, access to information, cybersecurity, their behavior and the specific requirements of scientific facilities. *INFRAMAT* reserves the right to terminate access to scientific facilities if the *User* or the persons acting on its behalf do not use the equipment in a safe manner or do not comply with the aforementioned rules and requirements or other instructions of *INFRAMAT*.
4. The *User* is obliged to strictly execute the emergency instructions of *INFRAMAT*. This also includes the fact that the User has no right to call the emergency services, but must contact the *INFRAMAT* Technical Accident Service to coordinate the necessary steps.

§11 Guarantee and responsibilities

1. *INFRAMAT* does not guarantee the conditions of the facilities described by present Rules. In addition, *INFRAMAT* does not provide guarantee
 - in respect of research or intellectual property, generated information or product developed within the framework of present *Rules*;
 - about the ownership, marketability or suitability for a particular purpose of the research or the resulting product;
 - that the goods, services, materials, products, processes, information or data achieved under these Rules will attain the desired results or are safe for any purpose as intended;
 - that any of the foregoing will not interfere with the rights of private ownership of third parties.
2. Except in cases of gross negligence or willful misconduct or as may result from the application of §5 and §7 of these Rules, *INFRAMAT* shall not be liable for any loss or damage in connection with the research. However, it is understandable, except as may result from the application of §5 and §7 of these Rules, *INFRAMAT* shall not be liable for any direct or indirect loss or damage to the *User* due to the use of scientific facilities, research or derived products, intellectual property, or created information.
3. The *User* is obliged to notify *INFRAMAT* for any damage to the equipment caused by her/his employees or persons acting on his behalf.

4. If maintenance, emergency actions or operational failures of the facility lead to a delay in the research, partial or complete loss of access time, *INFRAMAT* will attempt to provide additional time for access to the scientific facilities of the affected *Users*. However, claims for damages against *INFRAMAT* are not allowed and considered.

§12 Force majeure circumstances

Neither party shall be liable for delay in performance or failure to perform its obligations under these Rules if such delay or non-performance is due to natural disasters or any other event beyond the control of the parties, including but not limited to, fire, explosion, natural disasters, illness, war, rebellion, civil unrest, protests, government actions, interruption of power supply or water supply, provided that the Party which is unable to work regains its performance as soon as possible after the event causing the delay or failure.

§13 Disagreements

In case of disagreement, the two sides should attempt to resolve their conflicts by mutual agreement. In the event of a permanent disagreement, the dispute has to be resolved by the relevant courts in Sofia.

§14 Conclusive regulations

1. Changes and/or additions to these Rules must be agreed in writing and signed by both parties. This also applies to modifying the forms.
2. Present *Rules* are based and written in accordance with the laws of the Republic of Bulgaria.
3. In the event that one or more of the provisions contained in these *Rules* become totally or partially invalid, unlawful or unenforceable under any applicable law, the validity, legality and applicability of the other provisions in these Rules is unaffected and they remain valid .

The present Annex was signed in eighteen uniform copies - one for each of the partners and one for the Managing Authority, and was signed as follows:

For Partner 1(Coordinator)/:

For Partner 2/:

For Partner 3/: