

# NFFA-Europe User Access Policy

## Declaration of Acceptance

I, the undersigned, \_\_\_\_\_, affiliation  
\_\_\_\_\_, user within the NFFA-Europe proposal ID \_\_\_\_\_, title  
\_\_\_\_\_

**certify** that I have read and fully understood the present NFFA-Europe User Access Policy and hereby 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 Annex I – Part B to the Grant Agreement, three distinct forms of [intellectual property \(IP\)](#) assets are identified.

- a. 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, with or without the user’s contribution, 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 the access to the specific installation.

Foreground Proposal-IP is also generally owned by the user but can be co-owned by the access provider (on the basis of considerations made in 2.3).

#### 1.2 Confidentiality

Following article 1.1, it is understood and agreed that Consortium members (researchers, technicians, administrative staff) and user/user group members are mutually obliged to respect confidentiality and not to disclose to third parties any information or documents relevant to the proposal.

### 2. Dissemination of results

#### 2.1 Acknowledgement of NFFA-Europe support

The user declares that no pre-existing agreements or other conditions prevent the dissemination of results generated within the NFFA-Europe 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 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 EU-H2020 research and innovation programme under grant agreement No 654360 having benefitted from the access provided by ...access provider... in ...access site... within the framework of the NFFA-Europe Transnational Access Activity.*” It is expressly recommended to include the NFFA-Europe staff members who ensured the access support in the acknowledgements.

## **2.2 Notification of dissemination action**

In order to allow the NFFA-Europe Consortium to monitor and collect all the dissemination activities, users shall give notice of any of the above mentioned dissemination actions at least 20 days prior to publication/abstract submission. Notifications containing at least the tentative title, list of authors and abstract are to be sent via email to [userdissemination@nffa.eu](mailto:userdissemination@nffa.eu) within the time limitations indicated above.

## **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 and brought into the research work by NFFA-Europe staff, in order to complete the research or to analyse and obtain exploitable results, including the intellectual contribution for making possible the remote access to experimental facilities.

## **2.4 Open Data Policy**

NFFA-Europe is developing an Open Data Policy in compliance with the general development of Research Infrastructures, concerning both metadata and data. The users are alerted that in the future they might be contacted and invited to adhere to the policy that will remain on a voluntary basis.

## **3. Exploitation of results**

If the results, ensuing from a user proposal to which NFFA-Europe staff has contributed and for which there is shared IP with NFFA-Europe site(s), are considered to be suitable for protection 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 exploit the results of this proposal, will be carried out.

## **4. Insurance**

It is agreed that the NFFA-Europe Consortium shall NOT be jointly nor severally liable for any damage or injury caused to users during visits to NFFA-Europe Installations, nor for any damage to things or injury to persons caused by them. 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.

## **5. 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.



## 6. Access records

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\_\_.

## 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 31 August 2024. Failure to observe the above rules will prevent any further access to NFFA-Europe and may lead to legal action.

Date

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Signature

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