General Terms and Conditions on Access to the CIISB Research Infrastructure

In accordance with the opened [Call for research projects](https://www.ciisb.org/open-access/proposal-submission/opened-call), access to the CIISB research infrastructure requires an approved project application. The General Terms and Conditions (hereinafter referred to as “GTC”) presented herein regulate the access of EXTERNAL ACADEMIC USERS to the CIISB research infrastructure (hereinafter referred to as the “SERVICE PROVIDER”) in relation to the submitted project application.

1. **External academic users**

An external academic user (hereinafter referred to as the “USER”) is a researcher who applies for access to or services of the CIISB research infrastructure. Only the researchers working for academic organizations (e.g. universities and research institutes in/outside the Czech Republic) and conducting basic research are eligible.

1. **Instrumentation and services:**

Only the instrumentation and services listed in the project application can be accessed by the USER unless an alternative option is defined by the SERVICE PROVIDER.

In case the finalization of the project requires prolongation of the service beyond the extent specified in the project proposal, the additional service time may be awarded based on the written agreement between SERVICE PROVIDER and USER.

The CIISB research infrastructures support two modalities of access: (A) “full-service mode”, (B) “self-service mode”. The primary service modality is the “full-service mode”; the “self-service mode” is available only for selected services.

**A. Full-service mode:**

The full-service mode may include sample handling, data collection, data processing, data analysis, sample storage or their/its return to the USER and is performed by the SERVICE PROVIDER. The timeline of the service has to be agreed upon by the SERVICE PROVIDER and the USER in writing at least 14 days before the first day of the service commencement unless agreed differently between the USER and the SERVICE PROVIDER. If the information about the sample, including sample biosafety level, differs from what is stated in the project application form, the USER is obliged to notify the SERVICE PROVIDER at least 14 days before the first day of the service commencement. If the samples are shipped to the SERVICE PROVIDER, the shipping costs are paid by the USER. All the shipments must be adequately packed for the transport, and the SERVICE PROVIDER shall not assume any liability whatsoever for damages or risks as a result of the transport thereof. The USER has to inform the SERVICE PROVIDER when the sample/s will be sent. In case the samples are returned to the USER, the shipping costs are paid by the SERVICE PROVIDER.

The USERS bear full responsibility for all material, including samples or equipment, they bring along.

**B. Self-service mode:**

The measurement may be performed by the USER himself/herself. In this case, prior to the commencement of such measurement, the USER is obliged to sign the Agreement on Usage of the CIISB Research Infrastructure (Annex no. 1 hereof) in view to fully comply with all relevant health and occupational safety regulations, and accept the responsibility for the possible damage and lost profits caused by the USER during the measurement, or in connection with it.

1. **Financial contribution and future invoicing:**

A major part of the cost for service/measurement provided by the SERVICE PROVIDER is covered by the financial sources of the CIISB research infrastructure. However, both modalities of access to CIISB research infrastructure provided by the SERVICE PROVIDER require a financial contribution of the USER. The USER´s contribution, including all rates per unit, is stated in the SERVICE PROVIDER´s offer sent by email. The GTC are attached to the SERVICE PROVIDER´s offer. Only after the GTC are accepted, the order is considered to be legally binding. The subject of the invoice shall contain the actual number of units used according to the booking system. The existence of a written purchase order (a standardized form with a purchase order number issued by the USER´s institution) is not necessary for an invoice to be issued. The billing address will be taken from the project application.

If a written purchase order needs to be issued, it must be sent to the SERVICE PROVIDER together with the acceptance of the GTC. The order number will be stated in the invoice. The invoice will be issued after the measurement is completed and results are available to the USER. The due date of the invoice is 30 days. Late payment penalties may be imposed.

1. **Intellectual property:**

The results arising from the provided services/measurement belong to the USER. In case of the mutual written agreement between the SERVICE PROVIDER and the USER, the SERVICE PROVIDER is entitled to use the results in a non-commercial way for the purposes of its own research, projects, development and teaching/education activities. Any use of the results of the service/measurement must be acknowledged in accordance with the rules defined in Chapter 6 of this GTC.

In the case of cooperation/collaboration between the USER and SERVICE PROVIDER, the results (intellectual property) are owned by the party that generates them. The USER and SERVICE PROVIDER own results jointly if they have generated them jointly. The joint owners shall agree (in writing) on the allocation and terms of the exercise of their joint ownership (‘joint ownership agreement’).

1. **Data policy and transfer:**

The results of the measurement will be uploaded to the external device delivered by the USER or they will be available for secured (encrypted and authenticated) data transfer over the wide-area network.

The raw data will be stored and made accessible to the USER for 60 days after the measurement unless agreed differently between the SERVICE PROVIDER and the USER.

The USER is obliged to make the obtained data sets publicly available after their publishing via the domain-specific repositories in the form commonly used in the respective field (e.g., wwPDB, EMDB, EMPIAR, ZENODO, PDB, BMRB, PRIDE, CCDC, etc.). If technically feasible, the deposited data should contain reference to the CIISB funding grant, specifically LM2018127 during the period 2020-2022. In addition, the USER must provide reference to the deposited data to the SERVICE PROVIDER with no delay via the email address [data@ciisb.cz](mailto:data@ciisb.cz).

1. **Acknowledgement:**

The USER is obliged to give credit to the CIISB research infrastructure in all articles/publications/texts published based on the data obtained at the CIISB research infrastructure while using the following formulation:

*CIISB, Instruct-CZ Centre of Instruct-ERIC EU consortium, funded by MEYS CR infrastructure project LM2018127 and European Regional Development Fund-Project „UP CIISB“ (No. CZ.02.1.01/0.0/0.0/18\_046/0015974), is gratefully acknowledged for the financial support of the measurements at the CF { list Project.CeitecOrgs }.*

Or in a short version: *We acknowledge CF { list Project.CeitecOrgs } of CIISB, Instruct-CZ Centre, supported by MEYS CR (LM2018127) ) and European Regional Development Fund-Project „UP CIISB“ (No. CZ.02.1.01/0.0/0.0/18\_046/0015974).*

1. **Final provisions:**

By accepting the GTC, the USER confirms that he/she has read this document and fully understands and accepts it. Acceptance of the GTC has to be done in writing and sent via e-mail to the SERVICE PROVIDER.

Any deviation from the GTC is only possible by mutual agreement between the USER and the SERVICE PROVIDER.

The SERVICE PROVIDER reserves the right to withdraw from the provision of services/measurement under such circumstances that prevent the performance of the measurement/service.

Annex no. 1: Agreement on Usage of the CIISB Research Infrastructure

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| --- | --- | --- | --- | --- | --- |
| **Agreement on Usage of the CIISB Research Infrastructure**  Masaryk University  CEITEC MU  Central European Institute of Technology  Registered office: Žerotínovo nám. 9, CZ-601 77 Brno  Contac address: Kamenice 753/5, CZ-62500 Brno,  Represented by: Jiří Nantl, LL.M., the Director  (hereinafter referred to as the “CEITEC MU”)  and  { Project.InstitutionAbbreviation }  Contact address: { Project.ContactAddress }  Represented by: { Project.Principal.Fullname }  The User: { Project.Applicant.Fullname }  (hereinafter referred to as the { Project.InstitutionAbbreviation })  in accordance with Section 1746(2) of Act No.89/2012 Sb., the Civil Code, as amended, enter into the following agreement: I.Scope of the agreement 1.1. The scope of the agreement are terms and conditions of provision of free instrument time for the purpose of performance of respective measurements within the { Project.Title }, submitted by the { Project.InstitutionAbbreviation } under the call for submissions of the CIISB research infrastructure, which forms an integral part hereof (hereinafter referred to as “Project”).  1.2. CEITEC MU agrees to enable the User, stated hereinabove, to use the equipment of Core facility/ies { list Project.CeitecOrgs } for the purpose of respective measurements within the Project; in other words, the User is provided with the total amount of the instrument time on the respective equipment specified in Project for the period { date\_standard Project.DtCreated } – { date\_standard Project.DtExpiration }.  1.3. { Project.InstitutionAbbreviation } and the User are aware of the fact that prior the commencement of measurement the User will be duly acquainted with the laboratory operating rules, as well as they will receive instructions on manipulation with the equipment in question. Furthermore, the { Project.InstitutionAbbreviation } and the User are aware of the fact that if the User refuses to confirm with their signature that they have been acquainted with the stated regulation and equipment manipulation, CEITEC MU is not obliged to enable the User to use the respective equipment to perform the measurement.  1.3.1. { Project.InstitutionAbbreviation } shall be held accountable to CEITEC MU for damage and lost profits caused by the User to CEITEC MU while the performance of measurement, or in connection with it, on the grounds of this agreement. II.Obligations of the user 2.1. The User is obliged to give credit to the CIISB research infrastructure, in all articles/publications/texts published on the basis of measurements made under the CIISB research infrastructure while using the following formulation:  *CIISB, Instruct-CZ Centre of Instruct-ERIC EU consortium, funded by MEYS CR infrastructure project LM2018127 and European Regional Development Fund-Project „UP CIISB“ (No. CZ.02.1.01/0.0/0.0/18\_046/0015974), is gratefully acknowledged for the financial support of the measurements at the CF { list Project.CeitecOrgs }.*  *Or in a short version: We acknowledge CF { list Project.CeitecOrgs } of CIISB, Instruct-CZ Centre, supported by MEYS CR (LM2018127) ) and European Regional Development Fund-Project „UP CIISB“ (No. CZ.02.1.01/0.0/0.0/18\_046/0015974).* III.Final provisions 3.1 The Agreement is concluded and comes into effect on the day it is signed by both contracting parties.  3.2 The contracting parties declare that they have read the agreement, the content of which is clear and understandable, and they enter into it on the basis of their own will, in witness whereof they attach their respective signatures.  Brno, date [date of signature]:   |  |  | | --- | --- | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Masaryk University  CEITEC MU | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  { Project.Institution }  --------------------------------  User | | **Dohoda o využití výzkumné infrastruktury**  **CIISB**  Masarykova univerzita  CEITEC MU  Středoevropský technologický institut  se sídlem: Žerotínovo nám. 9, 601 77 Brno,  Kontaktní adresa: Kamenice 753/5, 625 00 Brno  Zastoupená: Mgr. Jiřím Nantlem LL.M., ředitelem  (dále jen “CEITEC MU”)  a  { Project.InstitutionAbbreviation }  Kontaktní adresa: { Project.ContactAddress }  Zastoupena: { Project.Principal.Fullname }  Uživatel: { Project.Applicant.Fullname }  (dále jen { Project.InstitutionAbbreviation })  uzavírají v souladu s ustanovením §1746 odst. 2 zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů, tuto dohodu: I.Předmět dohody 1.1. Předmětem této dohody jsou podmínky poskytnutí volného přístrojového času pro provedení měření za účelem realizace projektu { Project.Title }, podaného { Project.InstitutionAbbreviation } ve výzvě výzkumné infrastruktury CIISB, který tvoří nedílnou součást této dohody (dále jen “Projekt”).  1.2. CEITEC MU se zavazuje umožnit Uživateli uvedenému v záhlaví této dohody za účelem provedení měření v rámci Projektu přístup k přístrojům sdílené/ých laboratoře/í { list Project.CeitecOrgs } a provedení měření, tj. poskytnout mu přístrojový čas v celkovém rozsahu definovaném v Projektu, a to pro období od { date\_standard Project.DtCreated } do { date\_standard Project.DtExpiration }.  1.3. { Project.InstitutionAbbreviation } i Uživatel berou na vědomí, že Uživatel bude před zahájením prací vedoucích k provedení měření seznámen s provozním řádem laboratoře a zároveň bude uživatel proškolen na obsluhu požadovaných přístrojů. { Project.InstitutionAbbreviation } i Uživatel berou dále na vědomí, že v případě, že Uživatel odmítne potvrdit svým podpisem seznámení s uvedenými předpisy a s obsluhou přístrojů, není CEITEC MU povinen umožnit Uživateli přístup k přístrojům a provedení měření.  1.3.1. { Project.InstitutionAbbreviation } odpovídá CEITEC MU za škodu a ušlý zisk, kterou Uživatel způsobí CEITEC MU při provádění měření na základě této dohody nebo v souvislosti s ním. II.Závazek uživatele 2.1. Uživatel se zavazuje poděkovat výzkumné infrastruktuře CIISB v článku/publikaci/textu, publikovaném na základě provedeného měření pod výzkumnou infrastrukturou CIISB v tomto znění:  *CIISB, Instruct-CZ Centre of Instruct-ERIC EU consortium, funded by MEYS CR infrastructure project LM2018127 and European Regional Development Fund-Project „UP CIISB“ (No. CZ.02.1.01/0.0/0.0/18\_046/0015974), is gratefully acknowledged for the financial support of the measurements at the CF { list Project.CeitecOrgs }.*  *Or in a short version: We acknowledge CF { list Project.CeitecOrgs } of CIISB, Instruct-CZ Centre, supported by MEYS CR (LM2018127) ) and European Regional Development Fund-Project „UP CIISB“ (No. CZ.02.1.01/0.0/0.0/18\_046/0015974).* III.Závěrečná ustanovení 3.1 Tato dohoda je uzavřena a nabývá účinnosti podpisem obou smluvních stran.  3.2 Smluvní strany si dohodu přečetly, její obsah je jim jasný a srozumitelný a je vyjádřením jejich pravé a svobodné vůle, na důkaz čehož připojují smluvní strany své vlastnoruční podpisy.  V Brně dne [date of signature]   |  |  | | --- | --- | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Masarykova univerzita, CEITEC MU | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  { Project.Institution }  ---------------------------  Uživatel | |