

## NFFA- EUROPE USER ACCESS POLICY

### DECLARATION OF ACCEPTANCE

I, the undersigned, \_\_\_\_\_,  
affiliation \_\_\_\_\_, user within the NFFA-  
Europe proposal ID- \_\_\_\_\_ - of the following facilities of ICN2:

#### Installation 2:

- Pulsed Laser Deposition (PLD) Facility

supervised by:

starting date:

end date:

#### Installation 3:

- Theory and Simulation

supervised by:

starting date:

end date:

#### Installation 4:

- Atomic Force Microscopy (AFM) Facility

supervised by:

starting date:

end date:

- Electron Microscopy Facility

supervised by:

starting date:

end date:

- X-Ray Diffraction (XRD) Facility

supervised by:

starting date:

end date:

#### Installation 5:

- X-ray/UV Photoelectron Spectroscopy (XPS/ARPES) Facility

supervised by:

starting date:

end date:

- Fourier Transform Infra-Red (FTIR) Facility

supervised by:

starting date:

end date:

- UV/Vis Spectroscopy Facility

supervised by:

starting date:

end date:

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. Relationship with ICN2**

1.1 The User will maintain his/her full contract relationship with the Affiliation Institution, such that all the rights and responsibilities inherent in this relationship remain applicable and that the pre-existing conditions therein remain unchanged.

1.2 The User acknowledges and agrees that this visit is not and shall not be qualified as an employment contract and nothing herein shall be construed as if intended to constitute or to implement any kind of employment relationship whatsoever between ICN2 and the User.

1.3 The Affiliation Institution will provide the User compensation, benefits and expenses in accordance with the Affiliation Institution policies, including health and accident insurance coverage for the period during which the User stays at ICN2, and any other relevant documentation.

## **2. Professional ethics, workplace safety and security**

2.1. The User should follow ICN2's general rules, good scientific practices and internal regulations (including workplace health and safety regulations), and conduct his/her activities in accordance with the ethical and professional standards and the Information Technology (IT) regulations generally accepted in the sector, whether at the national or international level.

2.2. For security reasons, the User must have proof of identity on his/her person at all times while on ICN2 premises.

## **3. Use of media**

IT equipment (computers, data storage devices, media, etc.) and resources made available to the User by ICN2 in the context of the research visit shall be used for this purpose only.

## **4. 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 will be also generally owned by the user but can be co-owned by the access provider (on the basis of considerations made in 6.1).

## **5. Confidentiality**

Following article 4, 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.

## **6. Results**

### **6.1 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.

### **6.2 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 6.1 are valid. A written agreement on IPR co-ownership must be concluded in advance to any exploitation action.

## 7. Publications

7.1 The publication of scientific and technical advances that may result from the research visit of the User to ICN2, and which do not constitute confidential information as described in Article 4, will follow standard scientific publication best practices. The User must seek consent and written approval from the host supervisor with respect to any kind of scientific or technical publication that may result from the research visit, and to acknowledge the ICN2 for hosting the research visit.

7.2 Users accept to acknowledge the NFFA-Europe support in any dissemination action resulting from the proposal (peer-review articles, conferences and book chapters), by including the sentences *“This project has received funding from the EU-H2020 research and innovation programme under grant agreement N<sup>o</sup> 654360 NFFA-Europe”*.

7.3 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.

## 8. Use of personal data and image

The User hereby authorises ICN2 to include his/her basic personal information, including his/her image, in the ICN2 website, brochures or any other kind of publicity or promotional material prepared by ICN2. The User can exercise his/her rights to access, rectify or delete this information by notifying INSTITUT CATALÀ DE NANOCIÈNCIA I NANOTECNOLOGIA, either by email (sent to: [hr@icn2.cat](mailto:hr@icn2.cat)) or by written letter (posted to: ICN2, Campus de la UAB, Edifici ICN2, Bellaterra (Cerdanyola del Vallès), 08193 Barcelona, Spain).

## 9. Indemnity

The User agrees to indemnify ICN2 against any and all claims arising from his/her activity at ICN2, except where caused by ICN2's sole negligence.

## 10. Non-compliance

The User accepts and agrees that, upon his/her non-compliance with the terms and conditions agreed in this document, ICN2 may reconsider his/her stay at ICN2's facilities.

## 11. Validity and enforceability

The terms and conditions exposed/set out in this document shall maintain their full validity and enforceability for as long as the User conducts activities at ICN2's facilities, and for as long as the information related to and derived from these activities remains confidential.

## 12. Duration of obligations

The above obligations shall continue to be in force for a maximum period of five (5) 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.

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**Name:**

**Date:**

**Place:**