



NFFA-DI User Access Policy Declaration of Acceptance

I, the undersigned _____
(herein after referred as "the user")

affiliation _____
(herein after referred as "the institution" or "the user's institution")

user within the NFFA-DI Proposal ID _____

title _____
(herein after referred as "the project" or "the user's project")

declare that

- a) I have read and fully understood the present NFFA-DI User Access Policy
- b) I am aware of the relevant IP policy and regulations of my institution

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

1. Intellectual Property

1.1 Definitions and Ownership

In the context of NFFA-DI user access, 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.

- "Facility-IP" is referred to NFFA-DI facilities, i.e. innovative instrumentation or novel solutions developed by the NFFA-DI facilities offering access to the user (herein after referred to as "access provider") needed to carry out the user research or upgrades. Facility-IP is owned by the access provider
- "Project-IP" includes:
 - a. the background IP generated by the user before accessing NFFA-DI facilities with all the novel contents of the project itself (processes, compounds or solutions proposed by the user). Background Project-IP is owned by the user/by the user's institution;
 - b. the foreground IP generated during the access to the NFFA-DI facilities, consisting of the results sought/achieved. Foreground Project-IP, although is generally owned by the user/by the user's institution, can be co-owned between the user/the user's institution and the access provider, depending upon the access mode and the involvement of the NFFA-DI provider staff.



- “Preparation-IP” is jointly developed by the user and the access provider to enable **the user’s project** execution. Preparation-IP is not included in the Project-IP and Facility-IP, because it requires the competences and expertise of both the user and the access provider. Preparation-IP is co-owned by the user/**the user’s institution** and access providers.

1.2 Access rights

The user and the access provider must grant each other, on a royalty-free basis, access right to their respective Project-IP and Facility-IP background needed to implement **the user’s** project tasks.

If access to any IP needed to **implement the user’s project** is subject to restrictions due to pre-existing rights of third parties, the user and the access provider should inform each other to ensure that they are still able to comply with the project tasks.

Moreover, the user and the access provider must grant each other access rights to their respective background and foreground Project-IP and Facility-IP strictly needed to publish, disseminate or exploit project results.

1.3 Confidential Information

Information that either party considers to be Confidential Information (i.e. non-public, confidential or proprietary information) must be clearly identified as confidential when disclosed.

Whereas the user and the access provider will exchange Confidential Information whether oral or written, for the sole purpose of permitting each party to use such Confidential Information in order to implement **the user’s project tasks, they agree** to maintain any Confidential Information disclosed by either party in secrecy and each will take all reasonable precautions in accordance with its procedures for its own confidential information to prevent disclosure except to necessary personnel.

1.4 Co-authorship and co-ownership

Co-authorship and co-ownership of any exploitation actions **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 the user activities, whether in-presence or remote, and brought into the research work by NFFA-DI staff, in order to complete the research or to analyze and obtain exploitable results.

1.5 Exploitation rights

If the **user’s** project results (foreground) are deemed suitable for protection or any kind of exploitation, including commercial use, the provisions of the relevant national and international IPR laws, as well as the IPR regulations of the involved institutions, will apply.

If there is a co-authorship between the user(s) and the NFFA-DI access provider(s), a written agreement on IPR co-ownership between the applicants, stating fair and reasonable conditions to adequately recognize the respective contributions of the parties, must be concluded in advance to any preparation, filing, prosecution, maintenance or exploitation action.

In absence of the abovementioned agreement, the commitment of the access provider staff members terminates **with the end of the user’s** project, and no further scientific or technical activity aiming to protect or exploit the results will be carried out.



2. Dissemination of research results

2.1 Obligation to disseminate the research results

The user declares that no pre-existing agreements, rights of third parties or other conditions prevent the publication or dissemination of research results generated within the NFFA-DI **user's** project. This obligation applies unless the user is working for a SME.

Should considerations in 1.5 apply, the user accepts to not disclose or publish the results before the first filing of the relevant IPR.

2.2 Co-authorship

Co-authorship of any dissemination actions (peer reviewed articles, conferences, book chapters, conference presentations) **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 the user activities, whether in-presence or remote, and brought into the research work by NFFA-DI staff, in order to complete the research or to analyze and obtain exploitable results.

2.3 Open Access

A digital version of the dissemination action must be deposited in a trusted repository. In case of publications, this applies to either the publisher's version or the accepted manuscript, i.e. the postprint. Open access must be provided as soon as permitted by the publisher's policy and in any case no later than 12 months from the date of publication of the product.

2.4 Research Data Policy

The user agrees to be bound by the obligations contained in the NFFA-DI Research Data Policy, available at <https://nffa-di.it/en/research-data-policy> related to the management of research data and metadata generated within the NFFA-DI project. Particular attention should be paid to the fact that research data and associated metadata generated by NFFA-DI instrumentation presented or discussed in dissemination actions must be made available in open access by the product release date, using a trusted repository able to assign a Persistent Identifier (PID). The user is strongly invited to publish in a trusted repository also the analysed datasets and their relevant metadata.

3. Acknowledgement of the NFFA-DI support and notification of dissemination and exploitation actions

The user agrees to acknowledge the NFFA-DI support in any dissemination actions (peer reviewed articles, conferences, book chapters, conference presentations) and exploitation actions of research **results, by including the sentence** *"Funded by the European Union – NextGenerationEU, M4C2, within the PNRR project n. IR0000015 NFFA-DI, CUP B53C22004310006, having benefited from the access provided by [operational unit] in [city], proposal [IDXXXX]."*

In order to allow NFFA-DI to collect data on dissemination and exploitation actions of research results and evaluate the impact and efficacy of these initiatives on society and economy, the user must notify the NFFA-DI Consortium (info@nffa-di.it) of any dissemination and exploitation actions at least 15 days in



advance, communicating the tentative title, list of authors, abstract, communication channels and name of the repository where the related research data will be hosted (see 2.4).

4. Insurance

It is agreed that the NFFA-DI 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 the users' samples or equipment for access sessions) or causes physical harm to third parties; (ii) when third parties (the user) cause damage to things belonging to Beneficiaries' organizations or causes physical harm to its staff during their access sessions to NFFA-DI facilities. Upon Access Provider's explicit request, the user/user groups shall provide evidence of full civil responsibility and/or work accident insurance coverage for the whole duration of the access to NFFA-DI facilities in connection with the user's project.

5. Safety rules and policies

Before accessing or upon arrival on Access Providers' premises, the user 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).

6. Post-Access rights and obligations

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

The user benefitting from access to NFFA-DI facilities in the frame of the abovementioned user's project agrees on providing any additional information or proof requested that will be necessary for statistics or reporting purposes.

7. Duration of obligations

The above obligations shall continue to be in force for a maximum period of ten years from the completion of the access sessions at NFFA-DI facilities, or at the latest until 31/12/2035. Failure to observe the above rules will prevent any further access to NFFA-DI and may lead to legal action.

Date

Signature
