

## Terms and Conditions for Facility User Access

By submitting your proposal or using the facilities at The Midlands Regional CryoEM Facility at the Leicester Institute of Structural and Chemical Biology (LISCB), you are agreeing to the following terms and conditions on behalf of yourself and the organisation which you represent (the “Establishment”) and you warrant that you are duly authorised to do so on behalf of that Establishment. In these terms and conditions the words “you” and “your” shall refer both to you and to that Establishment.

### **1. Publications and Reports**

1.1. For the purposes of reporting the outputs of the microscope funding to the MRC, you will submit an experimental report generated as a result of your use of The Midlands Regional CryoEM Facility to LISCB, when requested.

1.2. Your experimental data shall be referenced in the publication of your research.

1.3. You will acknowledge The Midlands Regional CryoEM Facility’s support in all published material (including presentations and posters) arising from work carried out wholly or partially at The Midlands Regional CryoEM Facility. The following acknowledgment statement is to be used in all cases:

“We acknowledge The Midlands Regional CryoEM Facility at the Leicester Institute of Structural and Chemical Biology (LISCB), major funding from MRC (MC\_PC\_17136).”

1.4. The normal approaches to deciding co-authorship of manuscripts should apply. You agree to abide by the Leicester Research Code of Practice for authorship on publications. This is currently available here: <https://www2.le.ac.uk/offices/researchsupport/integrity/code-of-conduct>. Facility managers will often have helped design experiments, collected data, analysed and interpreted results or suggested solutions to problems, representing a significant contribution. They won’t expect authorship where an acknowledgment for a small or routine contribution is appropriate.

1.5. Within 30 (thirty) days of publication you will notify The Midlands Regional CryoEM Facility ([cryoem@leicester.ac.uk](mailto:cryoem@leicester.ac.uk)) of the title, authors & date of any scientific publications or papers published as a result of your use of The Midlands Regional CryoEM Facility.

1.6. Any maps or models deposited to the Electron Microscopy Data Bank (EMDB) or the Protein Data Bank (PDB) generated from data acquired from The Midlands Regional Cryo-EM Facility must be annotated in the corresponding annotation fields to indicate that they were collected on The Midlands Regional Cryo-EM Facility Titan Krios.

1.7. You accept that future use of The Midlands Regional CryoEM Facility Facilities may be affected if you do not comply with clause 1.

### **2. Proposal and access process**

2.1 Researchers can submit a project proposal for either the Hire of the Titan Krios or our data collection service. Details of these different services can be found on our [webpage](#).

2.2 For applicants conducting research for academic purposes, the project proposal will be evaluated by a group of academics representing The Midlands Regional CryoEM University partners, who will assess the quality of the projects and determine the priority for microscope time allocation. If a conflict of interest arises, researchers may ask for reviewers to be excluded from the selection process.

2.3 You agree to follow the following process:

2.3.1 To fill out the project proposal form accurately for the specific project intended to take place at the Facility.

2.3.2 To promptly ship samples in a dry-shipper or other suitable container so as not to delay the session start.

2.3.3 To inform the Facility at least 10 business days in advance if a cancellation is required.

2.3.4 To follow the Facility manager's reasonable instructions for the use of the microscopes and ancillary equipment.

2.3.5 To begin promptly at 9am and complete the setup of data collection by 5pm. Access to the Henry Wellcome Building will be restricted after 5pm.

2.3.6 To ship back any provided hard drives within 10 days of receipt of the drives, or agree to pay the replacement cost of the drive.

2.4 The Midlands Regional CryoEM Facility reserves the right to withdraw your access to The Midlands Regional CryoEM Facility if the information provided in your proposal changes after it has been submitted (including but not limited to changes to samples, personnel or research purpose).

### **3. Health and Safety**

3.1 You will comply with The University of Leicester's health and safety rules, policies and procedures and you will be responsible for ensuring such compliance.

3.2 The Midlands Regional CryoEM Facility reserves the right to withdraw access to The Midlands Regional CryoEM Facility if you or your personnel do not use The Midlands Regional CryoEM Facility in a safe manner or do not comply with health and safety policies or other reasonable instructions of The Midlands Regional CryoEM Facility.

3.3 Only personnel named by you and agreed in writing by The Midlands Regional CryoEM Facility prior to the commencement of use of the facility shall be permitted on University premises or given access to remote collection. You will be responsible for any consequences of your personnel's inappropriate behaviour or negligent use of The Midlands Regional CryoEM Facility, and any use whatsoever by unauthorized personnel.

3.4 To comply with the Health and Safety at Work Act (1974) and any relevant COSHH regulations, you will make available to Leicester information regarding known or potential hazards associated with any Material sent to Leicester.

### **4. Reallocation of Microscope time**

4.1 Due to technical circumstances beyond the Facility's control the Microscope may become unavailable before or during a scheduled session. The Midlands Regional CryoEM Facility will, where practical, and at its sole discretion, reallocate time for your use of The Midlands Regional CryoEM Facility. Every effort will be made to reschedule lost sessions at the earliest time possible. The Midlands Regional CryoEM Facility will not be responsible for any costs incurred by you in connection with the reallocated time using The Midlands Regional CryoEM Facility.

4.2 If the microscope or any associated equipment becomes unavailable due to technical failures part way through a booked session comprising of more than one day, users will not be charged for unused days.

4.3 No refunds will be given for cancellations notified to The Midlands Regional CryoEM Facility less than 10 business days before the scheduled session is due to take place.

## **5. Publicity**

5.1. You will notify The Midlands Regional CryoEM Facility if you plan to publicise any part of your work conducted at The Midlands Regional CryoEM Facility (e.g. press releases) prior to such publicity.

5.2. The Midlands Regional CryoEM Facility shall not use operational data, reports, materials, results or IP owned by you for publicity purposes without your consent, which you shall not unreasonably withhold or delay. You agree that The Midlands Regional CryoEM Facility may use operational data, along with any reports, materials, results or IP that you provide to us, relating to your use of The Midlands Regional CryoEM Facility, for internal statistical purposes and anonymized external reporting.

## **6. Data Protection**

6.1. You will comply with all applicable requirements of any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

## **7. Intellectual Property**

7.1. All intellectual property (including copyrights, design rights, patents and trademarks and all other similar or other monopoly or property rights whether registrable or not) ("IP") originating with any party prior to the commencement of use of The Midlands Regional CryoEM Facility ("Background IP") shall remain the property of the party introducing such Background IP. The parties shall not have any rights to the Background IP of the other party.

7.2. You will own the IP in any results generated solely using your materials and solely based on Background IP owned by you or licensed to you.

7.3. IP arising from research carried out by you using The Midlands Regional CryoEM Facility Background IP or incorporating significant contributions of The Midlands Regional CryoEM Facility employees ("Joint IP") shall be jointly owned by you and The Midlands Regional CryoEM Facility as tenants in common in shares reflective of the contribution of each party. The use of the Joint IP shall be decided on a case-by-case basis at a later date.

7.4. You will notify The Midlands Regional CryoEM Facility when you apply to register any IP that relates to your use of The Midlands Regional CryoEM Facility Facilities. The Midlands Regional CryoEM Facility will not use such information for publicity purposes without your prior consent, which you shall not unreasonably withhold or delay.

## **8. Confidentiality**

8.1. The Midlands Regional CryoEM Facility shall treat all Data and Client Materials as proprietary and confidential to Client, and will not disclose Data or Client Materials to any person except its employees, consultants, and subcontractors as necessary for purposes of providing the Work, and then only subject to a written confidentiality agreement that includes the requirements specified herein. If The Midlands Regional CryoEM Facility discloses any information or materials comprising The Midlands Regional CryoEM Facility Technology to Client, Client shall treat such information and materials as proprietary and confidential to The Midlands Regional CryoEM Facility Technology. Each party shall protect the proprietary and confidential information or materials of the other party by using the same degree of care as such party uses to protect its own materials and information, but in any event no less than a reasonable degree of care.

8.2. Notwithstanding any other provisions herein, however, each recipient party shall have no obligation to the other party for any information or material that is (a) already known to the recipient party; (b) publicly known other than by a wrongful act of the recipient party; (c) received from a third party lawfully entitled to disclose it; (d) disclosed pursuant to an enforceable order of a court or administrative agency; and/or (e) is independently developed by or for the recipient party.

## **9. Costs and invoicing**

- 9.1. The Midlands Regional CryoEM Facility will submit an invoice for the work based on the costs as described and updated from time to time on its webpage.
- 9.2. You shall pay the Costs to the University of Leicester on behalf of The Midlands Regional CryoEM Facility in arrears within twenty eight (28) days of the date of the University of Leicester's invoice. You will also pay VAT at the prevailing rate, if applicable. The University of Leicester may submit an invoice at any time after the start of the work.
- 9.3. Invoices shall be sent to the address given by the booking party on the application form, unless otherwise specified.
- 9.4. If you fail to pay any Costs by the due date, the University of Leicester may, without prejudice to its other rights and remedies:
  - charge you interest in respect of the sum overdue in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 from the due date for payment to the date of actual payment (both dates inclusive) and the University of Leicester will be entitled to reimbursement of all expenses (including legal fees) incurred with respect to collection of overdue Costs; and/or
  - suspend any further performance of the work; and/or
  - terminate this agreement.

## **10. Limitation of Liabilities**

- 10.1. Where The Midlands Regional CryoEM Facility deems appropriate, The Midlands Regional CryoEM Facility will provide you with support staff while you are using The Midlands Regional CryoEM Facility Facilities, however, The Midlands Regional CryoEM Facility will not be responsible for any loss or liability (including but not limited to malfunction in the equipment or damage to your samples).
- 10.2. The Midlands Regional CryoEM Facility accepts no liability for any loss or damage to your property.
- 10.3. The Midlands Regional CryoEM Facility provides The Midlands Regional CryoEM Facility Facilities on an 'as is' basis. The Midlands Regional CryoEM Facility specifically disclaims all warranties, express or implied, except those that cannot be excluded at law, that The Midlands Regional CryoEM Facility Facilities will operate in the manner described to you.
- 10.4. Nothing in these terms and conditions shall exclude or restrict The Midlands Regional CryoEM Facility's liability for death or personal injury caused by The Midlands Regional CryoEM Facility's negligence or The Midlands Regional CryoEM Facility's liability for fraudulent misrepresentation.
- 10.5. Other than required by law, The Midlands Regional CryoEM Facility will not be liable for the following loss or damage arising directly or indirectly out of any act, statement, omission, breach of obligation contained in these terms and conditions, breach of duty under statute or at common law or negligence by or on the part of The Midlands Regional CryoEM Facility arising in connection with the provision of The Midlands Regional CryoEM Facility Facilities, even if foreseeable by The Midlands Regional CryoEM Facility:
  - 10.5.1. economic loss including administrative and overhead costs, loss of profits, business, contracts, revenues, goodwill, production and anticipated savings of every description;
  - 10.5.2. loss arising from any claim made against you by any other person; or
  - 10.5.3. loss or damage arising from your failure to fulfil your responsibilities or any matter under your control.
- 10.6. You agree to observe all Leicester's reasonable rules and regulations while on Leicester's property or during remote data collection, including rules designed to protect the safety of persons and property, and (ii) follow the reasonable directions and instructions of the Leicester Designated Personnel with respect to the Equipment.
- 10.7. You agree to reasonably indemnify Leicester for any physical damage to Leicester Equipment or property

arising from any negligent or willful act or omission made by you. This applies to damage caused while using the equipment on the Leicester's property, during working hours or after hours or on weekends, or during remote data collection sessions.

## **11. Termination**

Either Party may terminate this Agreement on written notice forthwith if the other Party commits a material breach of this Agreement which is not capable of remedy. Either Party may terminate this Agreement forthwith if the other Party commits a material breach of this Agreement which is capable of remedy and has not been remedied after twenty eight (28) days' written notice of the breach (such notice expressly referring to possible termination of this Agreement).

## **12. Anti-corruption and Bribery Act**

**12.1.** You warrant and represent that you have not offered to give or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this work or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement.

**12.2.** You shall promptly report to The Midlands Regional CryoEM Facility any request or demand which if complied with would amount to a breach of the Bribery Act 2010.

## **13. Compliance with Laws, Policies and Licences**

You shall at all times comply with all applicable laws, regulations and guidelines, specifically including the Bribery Act 2010. In addition, you shall comply with all The Midlands Regional CryoEM Facility policies as notified to you. Prior to the conduct of research at The Midlands Regional CryoEM Facility, you shall ensure that you have any licences or ethical authorisations in place that may be required in order to conduct such research.

## **14. Force Majeure**

The Midlands Regional CryoEM Facility shall not be liable in any way for any loss, damage or delay consequent upon any circumstances beyond its reasonable control, including but not limited to war, national emergency, flood, earthquake, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labour strike, lockout, boycott or other similar events.

In the event of Covid-19 related restrictions on working practices being put in place by the University of Leicester in order to protect the health and welfare of its staff, or Covid-19 related staff absence, the facility will alert you at the earliest possibility to determine whether the work can be delivered.

## **15. Variation**

The Midlands Regional CryoEM Facility reserves the right to amend these terms and conditions from time to time without notice and at our discretion. It is your responsibility periodically to review these terms and conditions for updates which shall come into effect once posted at:

<https://le.ac.uk/liscb/facilities-and-technologies/cryo-electron-microscopy/facility-access>

Your continued use of The Midlands Regional CryoEM Facility will be deemed acceptance of these terms and conditions.

## **16. Governing Law and Jurisdiction**

These terms and conditions shall be governed by the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.