



## NFFA-TRIESTE (NFFA-MIUR) USER ACCESS POLICY Declaration of Acceptance

I, the undersigned, \_\_\_\_\_ - \_\_\_\_\_  
affiliation \_\_\_\_\_, participant to the NFFA-Trieste project,  
title \_\_\_\_\_

**certify** that I have read and fully understood the present NFFA-Trieste(NFFA-MIUR) 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

Three distinct forms of [intellectual property \(IP\)](#) assets are identified.

- A Proposal-IP is defined, including a background IP generated by the user before accessing NFFA-Trieste with all the novel contents of the proposal itself (processes, compounds or solutions to be used), as well as a foreground IP generated during the access to the NFFA-Trieste, consisting of the results sought/achieved.
- At the level of the NFFA-Trieste Facility: "Facility-IP", i.e. innovative instrumentation, with or without the user's contribution, needed to carry out the user project or upgrades.
- 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 NFFA-Trieste.

Foreground Proposal-IP is also generally owned by the user but can be co-owned by NFFA-Trieste.

#### 1.2 Confidentiality

Following article 1.1, it is understood and agreed that NFFA-Trieste 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 project.

### 2. Dissemination of Results

#### 2.1 Acknowledgement of NFFA-Trieste support

The user declares that no pre-existing agreements or other conditions prevent the dissemination of results generated within the NFFA-Trieste Facility or that he/she is working for a SME. Publication in open-access journals is strongly encouraged. Users accept to acknowledge the NFFA-Trieste support in any dissemination action resulting from this work (peer-review articles, conferences, book chapters), by including the sentence "*This work has been performed in the framework of the Nanoscience Foundry and Fine Analysis (NFFA-MIUR Italy Progetti Internazionali) facility*". It is expressly recommended to include the NFFA-Trieste staff members who ensured the access support in the acknowledgements.

#### 2.2 Notification of dissemination action

In order to allow the NFFA-Trieste to monitor and collect all the dissemination activities, users shall give notice of any of the above-mentioned dissemination actions possibly prior to publication/abstract submission. Notifications containing at least the tentative title, list of authors and abstract are to be sent via email to [info.ts@nffa.eu](mailto:info.ts@nffa.eu).

#### 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-Trieste 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 NFFA-Trieste Facility.

#### 2.4 Open Data Policy

NFFA-Trieste 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 research project to which NFFA-Trieste access has contributed and there is shared IP with NFFA-Trieste site, 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-Trieste 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 specific project, will be carried out.

### 4. Access Report

The user shall, **at the end of the access**, compile a questionnaire of satisfaction and engages in writing a user report on the science results issued from the access and on expectations of publication/dissemination of these results.

Failing to report on access will jeopardize any further access request or proposal.

### 5. Insurance

It is agreed that the NFFA-Trieste shall NOT be jointly nor severally liable for any damage or injury caused to users during visits to NFFA-Trieste, nor for any damage to things or injury to persons caused by them. Upon NFFA-Trieste'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-Trieste in connection with this project.

### 6. Safety Rules and Policies

Upon arrival on NFFA-Trieste premises, users shall receive information and be subject to training sessions on the safety rules and policies in place at the Elettra-Sincrotrone Trieste and/or FERMI@Elettra and/or IOM-CNR site.

### 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-Trieste Facility. Failure to observe the above rules will prevent any further access to NFFA-Trieste and may lead to legal action.

Date

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Signature

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