I declare that I have read and fully understood the present **ReMade@ARI** Terms of Use. I also declare that I agree to be bound by all terms, conditions, and obligations contained therein.

# 1. Ownership of results

## 1.1 Intellectual Property Management

The core of **ReMade@ARI** is service provision to users. With respect to IP generation, **ReMade@ARI** takes a passive role. The scientific idea, which subsequently may turn into protectable IP, comes from the user. However, the extent of support being offered, in particular to users who are unfamiliar with research infrastructure use, can lead to situations in which the supporting scientist from the Smart Science Cluster has made a substantial and crucial contribution to the final result, which then must be treated as a jointly owned result.

Within the Consortium, ownership of results, IP rights and rules are regulated in the Consortium Agreement according to the DESCA rules. Protection of results and patent filing is at the level of the beneficiary to which the owner or co-owner of the respective result is affiliated and has be supported by the local patent office.

In the context of **ReMade@ARI**, the user-project intellectual property (IP) consists of the following:

1. At the level of the user project a “Proposal-IP” is defined, including a background IP generated by the user before accessing 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 installations, consisting of the results sought/achieved.
2. At the level of the installations: “Facility-IP”, i.e. innovative instrumentation or novel solutions developed during the user access needed to carry out the user research or upgrades.
3. 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 Facility offering access to the specific installation. Foreground Proposal-IP is also generally owned by the user but can be co-owned by the access provider, depending upon the access mode and the involvement of the **ReMade@ARI** provider staff. Preparation-IP is foreground IP co-shared by access providers and users.

For more specific rules on IP management, users should refer to the IP rules of the facility providing access.

## 1.2 Access rights

The facilities must - unless it is subject to legal restrictions or limits - give users royalty-free access to the background needed to implement their proposal.

The facilities must inform the users as soon as possible of any restriction, including those imposed by the rights of Third Parties, which might substantially affect the granting of the assigned access work.

## 1.3 Confidentiality

There is a general obligation among beneficiaries and users, to keep confidential during the action and for four years afterwards, any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed.

# 2. Dissemination of results

## 2.1 Acknowledgement of support

The user declares that no pre-existing agreements or other conditions prevent the dissemination of results generated within the **ReMade@ARI** project. Publication in open-access journals is strongly encouraged. Users are obliged to acknowledge support from **ReMade@ARI** by the following text string that needs to be literally included into any dissemination action resulting from the proposal (peer-review articles, conferences, book chapters):

**“Funded by the European Union as part of the Horizon Europe call HORIZON-INFRA-2021-SERV-01 under grant agreement number 101058414 and co-funded by UK Research and Innovation (UKRI) under the UK government’s Horizon Europe funding guarantee (grant number 10039728) and by the Swiss State Secretariat for Education, Research and Innovation (SERI) under contract number 22.00187.**

**Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the UK Science and Technology Facilities Council or the Swiss State Secretariat for Education, Research and Innovation (SERI). Neither the European Union nor the granting authorities can be held responsible for them.”**

In addition, it is encouraged to appropriately acknowledge the facility/ies and instruments accessed, as well as staff members who ensured the access support.

Users should make themselves aware of and adhere to the policies of the specific facility/ies accessed regarding dissemination of results.

## 2.2 Communication of dissemination action

In order to allow the **ReMade@ARI** Consortium to collect data on dissemination activities and

evaluate the impact and efficacy of these initiatives on society and economy, users are strongly encouraged to communicate at least tentative title, list of authors and abstract of all dissemination initiatives undertaken with a reasonable advance via email to [admin@remade-project.eu](mailto:admin@remade-project.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, whether in-presence or remote, and brought into the research work by **ReMade@ARI** staff, in order to complete the research or to analyse and obtain exploitable results.

## 2.4 Research Data Management

The open research data framework in **ReMade@ARI** for user data will follow the local data policies of the specific facility concerned. These policies usually invoke an open access to raw data and metadata after an embargo period. Data produced directly by the project is encouraged to be compliant with the FAIR[[1]](#footnote-1) principles and will be treated according to the policies of the sites where it was generated.

# 3. Insurance

It is agreed that the **ReMade@ARI** 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 users’ samples or equipment for access sessions) or injures them; (ii) when third parties (users) cause damage to things belonging to Beneficiaries’ organisations or injure its staff during their access sessions to ReMade Installations. Upon Access Provider’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 ReMade Installations in connection with this proposal.

# 4. Safety rules and policies

Upon arrival on Access Providers’ premises, users shall receive information and may be subject to training sessions on the safety rules and policies in place at the Access Provider’s site.

# 5. Contribution towards travel and subsistence expenditures incurred

Maximum two users per research group are entitled to receive a partial contribution towards the travel and subsistence costs upon formal request after proposal approval. To receive reimbursement, the user group must ensure that the *User Feedback form* is completed in the access portal following the completion of access. For terms and conditions see the **ReMade@ARI** User Guide.

# 7. Post-Access rights and obligations

Transnational access to **ReMade@ARI** facilities is provided free-of-charge to users. After completion of the specific proposal programme, users are requested to fill and submit the *User Feedback form* following instructions received from the **ReMade@ARI** portal. Failure to submit the above documentation will prevent the evaluation of any further proposal for access to **ReMade@ARI** facilities. Users benefiting from access to **ReMade@ARI** facilities in the frame of this proposal, agree on providing any additional information or proof requested by the EC for reviewing purposes.

# 8. 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 **ReMade@ARI** facilities. Failure to observe the above rules will prevent any further access to **ReMade@ARI** and may lead to legal action.

1. findability’, ‘accessibility’, ‘interoperability’ and ‘reusability’ [↑](#footnote-ref-1)