

## **Terms and Conditions for access to the Membrane Protein Laboratory at the Diamond Light Source Ltd Synchrotron**

The Membrane Protein Laboratory (“MPL”) is a collaboration between Diamond Light Source Ltd (“DLS”) and Imperial College London (“ICL”), based at the Diamond Light Source Synchrotron facility at Harwell Science and Innovation Campus Chilton Didcot, Oxfordshire. The collaboration is funded by the Wellcome Trust.

By submitting your proposal to work at the MPL you are agreeing to the following terms and conditions and privacy policy on behalf of yourself and the organisation named on the Proposal (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 Proposal Information**

Proposal information will be shared with external experts to review your application.

The personal information you submit will be added to a database shared with the Science & Technology Facilities Council (“STFC”) as outlined in the Privacy Policy.

You must give the following information with your proposal as set out in the application form:

- a) full details of your personnel (including details of any medical condition of such personnel that might affect the health and safety of that person or any third party whilst using ICL and/or DLS Facilities) and samples you intend to use;
- b) any licences required for research using ICL and/or DLS Facilities; and
- c) any other information reasonably requested by ICL or DLS.

The MPL (ICL) and DLS reserve the right to withdraw your access to MPL and DLS Facilities if the information provided in your proposal application changes after it has been submitted (including but not limited to changes to samples, personnel or research purpose).

You warrant that your research using MPL (ICL) and DLS Facilities will be for peaceful and humane purposes only.

### **2 Personnel**

You shall be responsible for ensuring that suitably qualified personnel are proposed.

### **3 Health and Safety**

You and your personnel will comply with MPL (ICL) and DLS’s health and safety rules, policies and procedures and you will be responsible for ensuring such compliance.

The MPL (ICL) and DLS reserve the right to withdraw access to MPL (ICL) and DLS Facilities if you or your personnel do not use the MPL (ICL) and/or DLS Facilities in a safe manner or do not comply with health and safety policies or other reasonable instructions of MPL (ICL) and DLS.

You will be responsible for any consequences arising from your personnel's inappropriate behavior or negligent use of MPL (ICL) and/or DLS Facilities.

#### **4 Reallocation of MPL facility time**

If for any reason at any time circumstance arise that prevent your use of MPL (ICL) Facilities at DLS then the MPL (ICL) may where practical and at their discretion reallocate time for your use of MPL (ICL) Facilities. Neither the MPL (ICL) nor DLS will be responsible for any costs incurred by you in connection with the reallocated of time using the MPL (ICL) Facilities.

#### **5 Reports and publications**

You will submit to MPL (ICL) the experimental report generated as a result of your use of MPL (ICL) Facilities no later than three months after your allocated time at the MPL (ICL) Facilities.

You will acknowledge MPL and any of its personnel in any published material that results from your use of MPL Facilities.

You will notify The MPL of the title, authors & date of any scientific publications or papers published as a result of your use of the MPL facility.

You will notify the MPL if you plan to publish any materials e.g. general report, press releases etc that result from your use of the MPL prior to the material being published and allow time for the MPL to review such material and give its prior permission to publish such material if reasonably requested by MPL.

You accept that future MPL time may be affected if you do not comply with section 5.

#### **6 Intellectual property**

All intellectual property (including copyrights, design rights, patents and trade marks and all other similar or other monopoly or property rights whether registrable or not ("IP") originating with either party prior to the commencement of use of MPL (ICL) and DLS Facilities ("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.

You will own the IP in any results generated solely using your materials and solely based on Background IP owned or licenced to you. The MPL does not seek to own a share of your IP.

IP arising from research carried out by you using ICL or DLS' Background IP or incorporating significant contributions of ICL or DLS employees ("Joint IP") shall be jointly owned by you and either ICL or DLS as appropriate as tenants in common in equal shares unless otherwise agreed by both parties in writing. The use of the Joint IP shall be decided on a case by case basis at a later date.

Any aspects of your work that infringes existing 3<sup>rd</sup> party IP shall not be the responsibility of the MPL (ICL) or DLS.

#### **7 Limitation of Liabilities**

Where the MPL (ICL) deems it appropriate, the MPL will provide you with

support staff while you are using MPL Facilities, however, neither the MPL (ICL) nor DLS will be responsible for any consequences (including but not limited to malfunction in the equipment or damage to your samples) occurring whilst MPL (ICL) or DLS support staff are present.

Neither the MPL nor DLS accept liability for any loss or damage to your property.

The MPL (ICL) and DLS provides Facilities on an 'as is' basis and specifically disclaims all warranties, express or implied, except those that cannot be excluded at law that the MPL (ICL) or DLS Facilities will operate in the manner described to you.

Nothing in these terms and conditions shall exclude or restrict the MPL (ICL) or DLS' liability for death or personal injury caused by MPL (ICL) or DLS' negligence or the MPL (ICL) or DLS' liability for fraudulent misrepresentation.

Other than required by law neither the MPL (ICL) nor DLS will 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 MPL or DLS arising in connection with the provision of the Facilities, even if foreseeable by the MPL (ICL) or DLS:

- a) economic loss including administrative and overhead costs, loss of profits, business, contracts, revenues, goodwill, production and anticipated savings of every description;
- b) loss arising from any claim made against you by any other person; or
- c) loss or damage arising from your failure to fulfill your responsibilities or any matter under your control.

## **8 Compliance with laws and licences**

You and your personnel must at all times comply with all applicable laws, regulations,

guidelines and in addition you and your personnel must comply with the DLS site policy and all other DLS policies as notified to you.

## **9 Force Majeure**

Neither the MPL (ICL) nor DLS shall be liable in any way for any loss, damage or delay consequent upon any circumstances beyond its reasonable control.

## **10 Variation**

The MPL (ICL) and DLS reserve the right to amend these terms and conditions at any time without notice to you.

## **11 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.