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## Terms and Conditions for Academic Facility User access to the Diamond Light Source Synchrotron

**By submitting your proposal for beamtime and/or lab use at Diamond Light Source Limited ("DLS") synchrotron at Chilton, Didcot, Oxfordshire (the "DLS Facilities") 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 DLS Facilities) and samples you intend to use;
- b) any licences required for research using DLS Facilities; and
- c) any other information reasonably requested by DLS.

DLS reserves the right to withdraw your access to 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 DLS Facilities will be for peaceful and humane purposes only.

### **2 Personnel**

You shall be responsible for ensuring that suitably qualified personnel are proposed and will be available to run the beamline on a twenty four hour basis.

### **3 Health and Safety**

You and your personnel will comply with DLS's health and safety rules, policies and procedures and you will be responsible for ensuring such compliance.

DLS reserves the right to withdraw access to DLS Facilities if you or your personnel do not use the DLS Facilities in a safe manner or do not comply with health and safety policies or other reasonable instructions of DLS.

You will be responsible for any consequences of your personnel's inappropriate behaviour or negligent use of DLS Facilities.

User's and or their establishments are required to take full account of the risks associated with driving to and from the Diamond. Users should not drive immediately after working long continuous periods on a beamline. To assist in controlling this risk Users may travel by public transport or book accommodation on site.

#### **4 Reallocation of beamtime**

If for any reason at any time circumstances arise that prevent your use of DLS Facilities then DLS may where practical and at its sole discretion reallocate time for your use of DLS Facilities. Other than payment for eligible travel and subsistence, DLS will not be responsible for any other costs incurred by you in connection with the reallocated time using DLS Facilities.

#### **5 Reports, publications and publicity**

You will submit to DLS the experimental report generated as a result of your use of DLS Facilities no later than six months after your allocated time at DLS Facilities.

You will acknowledge the support of DLS in all published material (including conference proceedings) arising from work carried out wholly or partially at DLS. The following acknowledgment statement is to be used in all cases "This work was carried out with the support of the Diamond Light Source"

You will acknowledge any significant contribution or support provided by DLS personnel arising from work carried out wholly or partially at DLS.

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

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

You agree that DLS may use reports, materials and results that relate to your use of the DLS facility for statistical purposes but DLS agrees not to use reports, materials, results or IP owned by you for publicity purposes without your consent, which you shall not unreasonably withhold or delay.

You accept that future use of DLS Facilities 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 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 licensed to you.

IP arising from research carried out by you using DLS' Background IP or incorporating significant contributions of DLS employees ("Joint IP") shall be jointly owned by you and DLS 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.

You will notify DLS when you apply to register any IP that relates to your use of the DLS facilities and provide any other details in relation to any applications that DLS reasonably requires. DLS will not use such information for publicity purposes without your prior consent, which you shall not unreasonably withhold or delay.

## **7 Limitation of Liabilities**

Where DLS deems appropriate, DLS will provide you with support staff while you are using DLS Facilities, however, DLS will not be responsible for any consequences (including but not limited to malfunction in the equipment or damage to your samples) occurring whilst DLS support staff are present.

DLS accept no liability for any loss or damage to your property.

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

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

Other than required by law DLS 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 DLS arising in connection with the provision of the DLS Facilities, even if foreseeable by 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 fulfil 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**

DLS shall not be liable in any way for any loss, damage or delay consequent upon any circumstances beyond its reasonable control.

## **10 Variation**

DLS 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 <http://www.diamond.ac.uk/Home/ForUsers/academics.html>. Your continued use of DLS Facilities will be deemed acceptance of these terms and conditions.

## **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.