

### **Terms and Conditions for Peer Reviewed Facility User Access**

By submitting your proposal or using the facilities at Diamond Light Source Limited ("Diamond"), Harwell Science and Innovation Campus, Oxfordshire ("Diamond Facilities"), 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. You confirm your intention to publish your research results and undertake to do so in peer reviewed journals and on an open access basis that provides for unrestricted free of charge online public access.
- 1.2. You will submit to Diamond the experimental report generated as a result of your use of Diamond Facilities no later than six months after your allocated time at Diamond.
- 1.3. Your experimental data shall be referenced in the publication of your research.
- 1.4. You will acknowledge Diamond's support in all published material (including conference proceedings) arising from work carried out wholly or partially at Diamond. The following acknowledgment statement is to be used in all cases:  

*"We acknowledge Diamond Light Source for time on Beamline/Lab [xxxx] under Proposal [xxxxx]."*
- 1.5. You will also acknowledge any significant contribution or support provided by individual Diamond personnel for work carried out wholly or partially at Diamond.
- 1.6. Within 30 (thirty) days of publication you will notify Diamond of the title, authors & date of any scientific publications or papers published as a result of your use of Diamond Facilities.
- 1.7. You accept that future use of Diamond Facilities may be affected if you do not comply with clause 1.

#### **2. Proposal Information**

- 2.1. Proposal information will be shared with external experts to review your application.
- 2.2. 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](#).
- 2.3. You must give the following information with your proposal as set out in the application form:
  - 2.3.1 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 Diamond Facilities) and samples you intend to use;
  - 2.3.2 any licences required for research using Diamond Facilities; and
  - 2.3.3 any other information reasonably requested by Diamond.
- 2.4. Diamond reserves the right to withdraw your access to Diamond Facilities 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).
- 2.5. You warrant that your research using Diamond Facilities will be for peaceful and humane purposes only.

#### **3. 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.

#### **4. Health and Safety**

- 4.1. You will comply with Diamond's health and safety rules, policies and procedures and you will be responsible for ensuring such compliance.
- 4.2. Diamond reserves the right to withdraw access to Diamond Facilities if you or your personnel do not use the Diamond Facilities in a safe manner or do not comply with health and safety policies or other reasonable instructions of Diamond.
- 4.3. You will be responsible for any consequences of your personnel's inappropriate behaviour or negligent use of Diamond Facilities.
- 4.4. You are required to take full account of the risks associated with driving to and from Diamond. You should not drive immediately after working long continuous periods at Diamond. To assist in controlling this risk, you may travel by public transport or book accommodation on site.

#### **5. Reallocation of Beamtime/Lab Use**

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

**6. Publicity**

- 6.1. You will notify Diamond if you plan to publicise any part of your work conducted at Diamond (e.g. press releases) prior to such publicity.
- 6.2. You agree that Diamond may use reports, materials, results or IP that relate to your use of Diamond Facilities for statistical purposes. Diamond shall not use reports, materials, results or IP owned by you for publicity purposes without your consent, which you shall not unreasonably withhold or delay.

**7. Intellectual Property**

- 7.1. 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 any party prior to the commencement of use of Diamond 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.
- 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 Diamond Background IP or incorporating significant contributions of Diamond employees ("Joint IP") shall be jointly owned by you and Diamond 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.
- 7.4. You will notify Diamond when you apply to register any IP that relates to your use of Diamond Facilities. Diamond will not use such information for publicity purposes without your prior consent, which you shall not unreasonably withhold or delay.

**8. Limitation of Liabilities**

- 8.1. Where Diamond deems appropriate, Diamond will provide you with support staff while you are using Diamond Facilities, however, Diamond will not be responsible for any loss or liability (including but not limited to malfunction in the equipment or damage to your samples).
- 8.2. Diamond accepts no liability for any loss or damage to your property.
- 8.3. Diamond provides Diamond Facilities on an 'as is' basis. Diamond specifically disclaims all warranties, express or implied, except those that cannot be excluded at law, that the Diamond Facilities will operate in the manner described to you.
- 8.4. Nothing in these terms and conditions shall exclude or restrict Diamond's liability for death or personal injury caused by Diamond's negligence or Diamond's liability for fraudulent misrepresentation.
- 8.5. Other than required by law, Diamond 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 Diamond arising in connection with the provision of the Diamond Facilities, even if foreseeable by Diamond:
- 8.5.1. economic loss including administrative and overhead costs, loss of profits, business, contracts, revenues, goodwill, production and anticipated savings of every description;
- 8.5.2. loss arising from any claim made against you by any other person; or
- 8.5.3. loss or damage arising from your failure to fulfil your responsibilities or any matter under your control.

**9. 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 Diamond policies as notified to you. Prior to the conduct of research at Diamond, you shall ensure that you have any licences in place that may be required in order to conduct such research.

**10. Force Majeure**

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

**11. Variation**

Diamond 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/Users.html>. Your continued use of Diamond Facilities will be deemed acceptance of these terms and conditions.

**12. 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.