

MAX IV General Terms and Conditions for Open User Access

These MAX IV General Terms and Conditions for Open User Access (hereinafter the “Terms and Conditions”) apply to all Users and User Institutions. MAX IV and User Institution may collectively be referred to as “Parties” and individually also as a “Party”. Defined terms are listed below.

1. Admission to the MAX IV Facilities
 - 1.1. Under these Terms and Conditions, MAX IV will make the Facilities available to User Institutions.
 - 1.2. Individuals not affiliated with a User Institution will not be admitted to the Facilities.
 - 1.3. In order for an Experiment to be allowed at the Facilities, an Experiment Proposal must be submitted to MAX IV for scientific, technical and safety review.
 - 1.4. The User Institution must report any proprietary research to be conducted as part of the proposal, in which case MAX IV reserves the right to charge the User Institution in accordance with current fees. MAX IV will decide, on a case-by-case basis, whether a separate agreement beyond these Terms and Conditions is required.
 - 1.5. If the proposed research, or parts of it, is funded by a for-profit organisation, the User Institution will give notice thereof to MAX IV. Such information may be used by MAX IV for statistical, regulatory and other administrative purposes.
 - 1.6. User Institutions must at all times have appropriate insurance coverage, including self-insurance, as applicable, in order to be allowed to carry out Experiments at the Facilities, including, for the avoidance of doubt, an appropriate liability insurance, at least equivalent to reasonable liability insurance coverage for a facility of MAX IV’s size and capacity, and must be able to show evidence of such insurance coverage upon MAX IV’s request.
2. Proposal Information
 - 2.1. MAX IV reserves the right to withdraw User’s and/or User Institution’s access to the Facilities if the information provided in the Experiment Proposal or sample declarations is changed after its submission (including, but not limited to, changes with respect to samples, personnel or research purpose).
 - 2.2. User Institution warrants that all research activities are conducted in accordance with generally accepted rules for good scientific practice.
 - 2.3. Any personal data submitted in relation to the Experiment Proposal or registration of a visit to the Facilities may be used by MAX IV for statistical and administrative purposes only. More information about the use of personal data can be found here: duo.maxiv.lu.se/duo/disclaimer.php.

3. Cost, Billing and Payment of Expenses

MAX IV will charge User Institutions for services outside of MAX IV's ordinary range of services according to MAX IV's current pricing. The same applies to services in accordance with section 1.4 above.

Payment shall be made within thirty (30) days of invoice. Late payments will be charged with penalty interest according to the Swedish Interest Act (*Räntelag 1975:635*).

4. Conducting Experiments/Projects

4.1. User Institutions and each individual user are subject to the administrative, safety and technical supervision and control of MAX IV; and shall comply with all applicable legislative requirements as well as all currently applicable policies and other internal regulations of MAX IV regarding access to and use of the Facility, including, but not limited to, regulations pertaining to safety, operating procedures, environment protection, access to information, experimental data, IT-security and general conduct. User Institutions and individual users will, at all times when present at the Facility, follow all reasonable instructions by MAX IV Staff. User Institution will execute any documents required by MAX IV for compliance with these Terms and Conditions and any applicable MAX IV regulations.

4.2. After Experiment Proposal acceptance, a Local Contact will be assigned to the project. For an efficient and successful use of resources, User Institutions are encouraged to initiate discussions about the preparation of their Experiment with their Local Contact well before the scheduled Experiment.

4.3. Each Experiment must be sufficiently staffed for the Experiment to be safely conducted and the users must be adequately trained and educated in order to be allowed to perform the Experiment.

5. Property and Materials

5.1. User Institutions may be permitted by MAX IV to furnish equipment, tooling, test apparatus or materials necessary for the performance of their Experiment(s) at the Facility. Such items must comply with MAX IV safety policy and requirements as applicable from time to time and shall remain the property of User Institution. All such items (except for materials, see below) shall be removed by User Institution within sixty (60) days of the end of each Experiment or will be disposed of at User Institution's expense. Any equipment that is integrated into the Facility will become the property of MAX IV. User Institution acknowledges that any material supplied by User Institution may be damaged, consumed or lost. Materials (including residues and/or other contaminated material) remaining after performance of the work or analysis shall be removed immediately by User Institution at its expense. Users shall leave Facilities and equipment utilised in their original condition except for normal wear and tear.

5.2. MAX IV shall have no responsibility for User Institution's property in MAX IV's possession other than loss or damage caused by wilful misconduct or gross negligence of MAX IV or MAX IV Staff.

6. Scheduling

- 6.1. User Institution acknowledges that MAX IV will have sole responsibility for allocating and scheduling usage of the Facilities and equipment needed for User Institution's Experiment(s) and that MAX IV at its own discretion may reallocate time for use of Facilities.
- 6.2. If User Institution has to cancel, User Institution must inform MAX IV as soon as possible. Rescheduling opportunities are not guaranteed.
- 6.3. MAX IV retains the right to deny User, and/or User Institution, further access to the Facilities in case of repeated cancellations.

7. Non-compliance

MAX IV retains the right to withdraw User's, and/or User Institution's, access to the Facilities upon breach of any of the provisions of these Terms and Conditions, including non-compliance with any MAX IV internal policy, regulation or other reasonable instructions.

8. Indemnification

- 8.1. User Institution are responsible for the acts and omissions of its Users.
- 8.2. If User Institution uses the results generated from its Experiments in the making, use or sale of a product, process or service, User Institution hereby agrees to hold harmless and indemnify MAX IV from any and all liability, claims, damages, loss, costs and expenses, including attorney's fees, for injury to or death of persons, or damage to or destruction of property, as a result of or arising out of such use of the results by or on behalf of User or User Institution, its assignees or licensees.
- 8.3. User Institution hereby agrees to indemnify and hold harmless MAX IV from any and all liability, claims, damages, loss, costs and expenses, including attorney's fees, for injury to or death of persons, or damage to or destruction of property, to the extent caused by or contributed to by the negligence or wilful misconduct of User Institution or its employees or representatives during the performance of work under these Terms and Conditions.

9. Warranty and Liability

- 9.1. MAX IV makes no express or implied warranty as to the conditions of the Facilities. In addition, neither MAX IV nor User Institution make any express or implied warranty or representation as to the research or any intellectual property, information or product generated, made or developed under these Terms and Conditions, or the ownership, merchantability, or fitness for a particular purpose of the research or resulting product; that the goods, services, materials, products, processes, information or data to be furnished hereunder will accomplish any particular or intended results or are safe for any purpose, including the intended purpose; or that any of the above will not interfere with privately owned rights of others.
- 9.2. MAX IV shall not be liable for any special, consequential, punitive or incidental damages attributed to use of the Facilities, research or resulting product, intellectual property, information or product generated, made or delivered under these Terms and Conditions.

10. Ownership

- 10.1. Each Party remains the owner of its Background IP. The Parties shall not acquire any ownership- or access rights to the Background IP of the other Party.
- 10.2. All information and intellectual property arising from and developed in the course of the Experiment/project through the use of User Institution's materials and samples shall vest with User Institution and/or User, as the case may be. However, MAX IV will have a perpetual, free-of-charge, unrestricted right to use any and all information and intellectual property for the use and operation of the Facility.
- 10.3. Joint IP will be jointly owned by the Parties in proportions relative to each Party's intellectual contribution. The Parties will enter into a joint ownership agreement, providing the terms and conditions of the joint ownership.

11. Publication

- 11.1. User Institution represents and warrants that research outcome from all Experiments, except made under Proprietary Access, will be published in scientific publications in accordance with good international standards for the publication of research results. Such research outcome must include appropriate acknowledgment of MAX IV as a facility and MAX IV Staff as scientists. Users are encouraged to offer co-authorship, in accordance with good scientific practice, to MAX IV Staff having made scientific contributions to their work.
- 11.2. Experimental Reports are required, will also be used for evaluation of follow-up proposals, and must be submitted to MAX IV no later than three (3) months after the Experiment/project.
- 11.3. References for publications related to Experiments carried out at the Facility must be deposited in the MAX IV publications' database within three (3) months of the publication date.

12. Personnel

User Institution employees or representatives must, at all times during their participation in the work under these Terms and Conditions, be employed as such and will not be considered employees of MAX IV in any respect or for any purpose.

13. Update of Terms

MAX IV retains the right to amend these Terms and Conditions from time to time at its own discretion. User Institution agrees to periodically review these Terms and Conditions for updates, which come into effect once posted at www.maxiv.lu.se/users/user-policies/. User and/or User Institution's continued use of the Facilities will be deemed as acceptance of these Terms and Conditions.

14. Governing Law

These Terms and Conditions are subject to Swedish substantive law, without reference to its conflict-of-laws rules.

15. Dispute Resolution

- 15.1. Any dispute arising out of or in connection with these Terms and Conditions shall be referred to mediation in accordance with the Mediation Rules of the Chamber of Commerce and Industry of Southern Sweden.
- 15.2. If one of the Parties objects to Mediation or if the Mediation is terminated, the dispute shall be finally settled by the Swedish district court of Lund.

Definitions:

Background IP: information and/or intellectual property, whether or not protected as a matter of international property laws or if application or registration is required, existing prior to an Experiment at MAX IV, which is owned or controlled by a Party and related to a Party's own technology and services, including analytical methods contributed to or generated by MAX IV.

Experiment: A set of tests or procedures carried out under controlled conditions at the MAX IV facilities to determine the validity of a hypothesis or to make a discovery within a research field.

Experiment Proposal: electronic document comprising the description of the proposed research and all associated beamtime requests.

Experiment Report: document to be provided by the User Institution within the DUO system and describing the immediate result of the Experiment.

Facilities: all research facilities made available by and at MAX IV, which may include equipment, services, information and other material, with or without MAX IV scientist collaboration, for purposes of performing Experiments at MAX IV.

Joint IP: information and/or intellectual property, whether or not protected as a matter of international property laws or if application or registration is required, arising from research carried out by User Institution using MAX IV's Background IP or incorporating significant contributions of MAX IV Staff.

Local Contact: MAX IV Staff assigned to the proposed Experiment.

MAX IV: the Swedish national synchrotron light laboratory as set out in regulation SFS 1994:946 (*Förordning (1994:946) om den nationella forskningsanläggningen i electron- acceleratorlaboratoriet (MAX IV-laboratoriet) i Lund*), being a part of Lund University.

MAX IV Staff: individuals working at MAX IV under a contract of employment, exchange or consultancy with Lund University.

Open User Access: peer-reviewed and non-peer-reviewed access to Facilities, which is free of charge provided that all research results are published and registered with the Facility.

Proprietary Access: non-peer-reviewed, for-profit access.

Users: all individuals making use of the Facilities including scientists, engineers and students from academia, research councils and charitable institutions and researchers from commercial and non-commercial organisations.

User Institutions: all institutions, universities, companies and other organisations, regardless of legal form, making use of the Facilities.