

# Guest Residency and Use of Facilities Agreement



Updated 23 Dec 2014, 11:41

..... (Research Infrastructure) hereinafter called the **RI**, represented by ..... [Manager – Director]

and

Mr/Ms ..... [Name, Surname], Project Leader of the EuHIT funded project ..... [name of the project], hereinafter called the **Project Leader**,

hereby enter into the following Guest and Use of Facilities Agreement:

## §1 Objective

Project Leader is engaged in research in the field of ..... [description of research area] and is thus concerned with a topic which exhibits close links with the research work at the RI. The intention in granting permission for a guest residency at the RI is to offer the Project Leader and his/her team the opportunity to pursue his/her research in a manner which is also conducive to the interests of the RI.

## §2 Use of Facilities agreement

Insofar as is required to achieve the objective agreed in §1, the Project Leader will be permitted to use the facilities of the RI free of charge for the period from ..... [date] to ..... [date]. With regard to the specific extent and nature of use of the facilities, Project Leader shall come to a mutual agreement with the EuHIT contact person in the RI.

When using the facilities, Project Leader shall comply with the RI regulations in the currently valid version, and shall in thus far be subject to the authority of the RI management. The RI regulations are presented to the Project Leader at arrival.

Project Leader and members of his/her research group shall treat the RI facilities with due care and protect these against loss or damage.

### **§3 Legal relationship with the RI and its employees**

The parties are agreed that it is not their intention either through this agreement or the implementation thereof to constitute any employment or service relationship, and that no entitlement to remuneration therefore arises.

Without prejudice to the provision contained in §2, Project Leader is not subject to authority or instruction in respect of his or her working hours or location or the nature and manner of his or her work at the RI. He/she shall have no authority over employees of the RI.

### **§4 Confidentiality and data protection**

Project Leader and his team members undertakes to treat all information received in connection with their guest residency as confidential and not disclose this to external third parties. This commitment to confidentiality shall not apply insofar as the information has become common knowledge either through third-party publications or in some other manner, or if the party concerned expressly consents to disclosure.

Project Leader is committed to data secrecy.

Project Leader expressly states that he or she is in agreement that his or her data may be stored electronically and used for internal administrative purposes and statistical analyses at the RI.

### **§5 Internal Rules of the RI**

Project Leader is subject to all internal practices and rules that are in use at the RI. They should be delivered to the Project Leader for acknowledgement before signing this agreement.

### **§6 Results**

Project Leader undertakes to inform the RI management immediately of results achieved in connection with his or her guest residency or the use of RI facilities.

The RI shall thereby be given the opportunity to investigate the results to determine any own proportion accruing to the RI. The parties shall coordinate closely on the treatment of jointly achieved results.

### **§7 Publications**

Scientific results achieved are, as a matter of principle, intended for publication. RI management must be informed of any intention to publish work that is associated with the guest residency or has been created with the use of Institute facilities. The manuscript must be submitted to the

management which will decide in consultation with the author whether and in what form the publication must make reference to the RI.

The RI management may prohibit publication only for good cause, in particular if publication would be detrimental to the interests of other persons belonging to the RI.

The management may demand that publication be delayed in order to avoid jeopardizing applications to register industrial or intellectual property rights by making advance publications that may compromise the novelty thereof or revealing undisclosed know-how. The parties undertake not to unreasonably delay or impede the appearance of a publication.

The RI management may demand that the work be published in a journal or series of papers published by or associated with the RI, unless the author has particular reasons to publish elsewhere.

Irrespective of the above, Project Leader grants the RI a nonexclusive right of use for non-commercial scientific research.

## **§8 Upload of the data to the EuHIT turbulence database**

The Project Leader agrees to make the data available in the EuHIT turbulence database TurBase within 12 month after the last experiment. The user will have the opportunity to restrict the public access to her/his data for 18 month after the data upload.

## **§9 Insurance cover**

Guest status does not convey any entitlement to statutory health, nursing care, accident, unemployment or pension insurance cover. It is recommended that Project Leader should arrange adequate insurance cover for himself/herself and members of the project research team.

Accidents on the way to or from the RI are also not covered. The RI benefits from its own insurance coverage and the conditions shall be presented to the Project Leader before signing this agreement.

## **§10 Liability and exclusions**

For claims other than personal injury, the RI shall be liable only in the event of wilful or gross negligence. This likewise applies in the event of breaches of obligations resulting from minor negligence on the part of legal representatives or employees. Project Leader and the members of the research team are expressly advised not to carry or leave any personal objects of value during their stay at the RI. The RI accepts no obligation to keep in safe custody or care for valuables which are nevertheless brought into the RI.

In other respects, the parties will be liable in accordance with the general legal stipulations regarding wilful intent and negligence. It is recommended that the Project Leader should arrange adequate insurance cover for himself/herself and members of the team.

## §11 End of residency

This agreement is subject to the outcomes of the grant call of the EuHIT programme. However it may be ended at any time in writing by mutual consent. The agreement may be also terminated in writing without notice for good cause. Good cause entitling the RI to terminate the agreement will in particular include a serious breach of the obligations arising from this agreement.

When the agreement ends, Project Leader shall return all items made available or otherwise acquired such as keys, access chip, etc. forthwith and in due and proper condition.

## §12 Jurisdiction

It is agreed that the home court of the RI shall be the place of jurisdiction for all disputes arising from this agreement.

## §13 Written form

Alterations or amendments to this agreement must be agreed in writing.

The Project Leader has received a copy of this agreement.

.....  
Signature  
Project Leader [Name, Surname]

.....  
Research Infrastructure  
[Name, Surname, Function]