# GW4 High-Resolution Electron cryo-Microscopy Facility Terms and Conditions for Users

By using the GW4 Cryo-EM Facility, you are agreeing to the facility’s terms and conditions on behalf of yourself and the organisation which you represent. You confirm that you are duly authorised to do so on behalf of that organisation.

## Project proposal and facility access process

* 1. Researchers must submit a Project Proposal Form for the hire of the FEI Talos Arctica Transmission Electron Microscope (the ‘Microscope’) which is situated at the GW cryoEM Facility of the University of Bristol (the ‘Facility’). The Project Proposal form can be found on the website.
  2. Facility staff will evaluate information provided in the Project Proposal Form to advise on the hire of the Microscope or recommend further preliminary work.
  3. You agree to follow the following process:
     + To fill out the Project Proposal Form accurately for the specific project intended at the Facility.
     + To promptly ship samples in a dry-shipper or other suitable container so as not to delay the start of the session.
     + To inform the GW4 cryoEM Facility at least seven days in advance if a cancelation is required.
     + To follow the Facility staff’s reasonable instructions for the use of the microscopes and ancillary equipment.
     + To begin promptly at 9 am and complete the setup of data collection by 3 pm. Access to the Facility will be restricted after 5 pm.
     + To ship back any provided hard drives within 10 days of receipt of the drives, or agree to pay the replacement cost of the drive.
     + To pay for the hire of the Microscope at the daily charge rate and for the use of any listed consumables provided to you by the Facility.
  4. The GW4 cryoEM Facility reserves the right to withdraw your access to GW4 cryoEM Facility if the information provided in your Project Proposal Form changes after it has been submitted.

## Publications and reports

* 1. You will generate and submit an experimental report of data acquired at GW4 cryoEM Facility if requested.
  2. Your experimental data derived from the use of the GW4 cryoEM Facility shall be referenced in the publication of your research.
  3. You will always acknowledge the GW4 cryoEM Facility’s support in all published material (including presentations and posters) arising from work carried out partially or in full the GW4 cryoEM Facility. The following acknowledgment statement is to be used in all cases:

“We acknowledge access and support of the GW4 Facility for High-Resolution Electron Cryo-Microscopy, funded by the Wellcome Trust (202904/Z/16/Z and 206181/Z/17/Z) and BBSRC (BB/R000484/1).”

* 1. Facility staff will often have helped design experiments, collected data, analysed and interpreted results, or suggested solutions to problems. You agree to include Facility staff as co-authors where they have made significant contributions towards the publication of your research. In instances of small or routine contributions, an acknowledgment is appropriate.
  2. You will notify the GW4 cryo-EM Facility (GW4-cryoem@bristol.ac.uk) within 30 (thirty) days of any scientific publication that has benefited from the use of the GW4 cryoEM Facility regarding the title, authors, and date of the publication.
  3. Any map or model deposited to the Electron Microscopy Data Bank (EMDB) or the Protein Data Bank (PDB) that was generated from data acquired at the GW4 cryoEM Facility must be annotated in the corresponding annotation fields to indicate that the data was collected at the GW4 cryoEM Facility Talos Arctica.
  4. You accept that future use of the GW4 cryoEM Facility will be restricted if you do not comply with clause 2.

## Health and safety

* 1. You will comply with the University of Bristol’s Health and Safety rules, policies and procedures (http://www.bristol.ac.uk/safety/) and you will be responsible for ensuring such compliance.
  2. The GW4 cryoEM Facility reserves the right to withdraw access to the GW4 cryoEM Facility if you or your personnel do not use the GW4 cryoEM Facility in a safe manner or do not comply with health and safety policies or other reasonable instructions of the GW4 cryoEM Facility staff.
  3. You will be responsible for any consequences of your personnel's inappropriate behaviour or negligent use of GW4 cryoEM Facility.

## Reallocation of microscope time

* 1. The Microscope may become unavailable before or during a scheduled session due to technical circumstances beyond the Facility’s control. The GW4 cryoEM Facility will, where practical, and at its sole discretion, reallocate time for your use of the GW4 cryoEM Facility. Every effort will be made to reschedule lost sessions at the earliest time possible. The GW4 cryoEM Facility will not be responsible for any costs incurred by you in connection with the reallocated time using the GW4 cryoEM Facility.
  2. If the Microscope or any associated equipment becomes unavailable due to technical failures part way through a booked session comprising of more than one day, users will not be charged for unused days.

## Publicity

* 1. You will notify the GW4 cryoEM Facility if you plan to publicise any part of your work conducted at the Facility (e.g. press releases) prior to such publicity.
  2. You agree that the GW4 cryoEM Facility may use reports, materials, results or IP that relate to your use of the Facility for statistical purposes.
  3. The GW4 cryoEM Facility shall not use reports, materials, results or intellectual property owned by you for publicity purposes without your consent, which you shall not unreasonably withhold or delay.

## Intellectual property

* 1. All intellectual property (including copyrights, design rights, patents and trademarks or other monopoly or property rights) (‘IP’) originating with any party prior to the commencement of use of the GW4 cryoEM Facility (‘Background IP’) shall remain their property.
  2. You will own the IP in any results generated solely using your materials and solely based on Background IP owned or licensed to you.
  3. If there should be any IP arising from research carried out by you at the GW4 cryoEM Facility and IP incorporating significant contributions of the Facility employees, such IP shall be jointly owned (‘Joint IP’) by you and the Facility. The shares of the Joint IP shall be reflective of the contribution of each party and its use shall be decided on a case-by-case basis by the parties, acting reasonably.
  4. You will promptly notify the GW4 cryoEM Facility if you apply to register any IP that relates to your use of the Facility. The Facility will not use such information for publicity purposes without your prior consent, which you shall not unreasonably withhold or delay.

## Limitation of liabilities

* 1. Where the GW4 cryoEM Facility deems appropriate, it will provide you with support staff while you are using the Facility. However, the Facility will not be responsible for any loss or liability (including but not limited to malfunction in the equipment or damage to your samples) you might suffer as a result of such support.
  2. The GW4 cryoEM Facility accepts no liability for any loss or damage to your property.
  3. The GW4 cryoEM Facility provides its facilities on an 'as is' basis. The Facility specifically disclaims all warranties, express or implied, except those that cannot be excluded by law, that its facilities will operate in the manner described to you.
  4. Nothing in these terms and conditions shall exclude or restrict the GW4 cryoEM Facility's liability for death or personal injury caused by the Facility's negligence or for any other liability that may not be lawfully restricted or excluded.
  5. Other than required by law, the GW4 cryoEM Facility 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 the Facility arising in connection with the provision of the Facility, even if foreseeable by the Facility:
     + economic loss including administrative and overhead costs, loss of profits, business, contracts, revenues, goodwill, production and anticipated savings of every description;
     + loss arising from any claim made against you by any other person; or
     + loss or damage arising from your failure to fulfil your responsibilities or any matter under your control.

## Compliance with laws, policies and licences

* 1. You shall at all times comply with all applicable laws, regulations and guidelines in connection with your use of the GW4 cryoEM Facility. In addition, you shall comply with all the facility policies as notified to you and your organisation.
  2. Prior to the conduct of research at the GW4 cryoEM Facility, you shall ensure that you have any licences in place that may be required in order to conduct such research.

## Force majeure

* 1. The GW4 cryoEM Facility shall not be liable in any way for any loss, damage or delay consequent upon any circumstances beyond its reasonable control.

## Variation

* 1. The GW4 cryoEM Facility reserves the right to amend these terms and conditions from time to time without notice and at our discretion. Your continued use of the Facility will be deemed acceptance of these terms and conditions.

## Governing law and jurisdiction

* 1. 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.