

# HUMAN TECHNOPOLE NATIONAL FACILITIES ACCESS RULES Access regulated by Convenzione

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# 1. SCOPE

The present document aims to illustrate terms and conditions regulating Access to Human Technopole National Facilities (NFs) and related services by Researchers affiliated with Universities, *Istituti di Ricovero e Cura a Carattere Scientifico* (IRCCS), and Public Research Entities (as regulated by the *Convenzione* between the Ministry of Economy and Finance, the Ministry of Health, the Ministry of University and Research and HT).

In addition to these general rules and possible further agreements as mentioned herein, specific requirements may be defined for each NF.

These rules adhere to the principles and guidelines defined by the European Charter for Access to Research Infrastructures (<u>link</u>).

The present terms and conditions are not negotiable and must be accepted to apply to access NFs and related services.

# 2. INTRODUCTION

Fondazione Human Technopole (HT) promotes innovation in the healthcare sector through an interdisciplinary approach based on the creation and sharing of knowledge. Supported by public funds from the Italian State budget, HT carries out frontier research in biomedicine and offers stateof-the-art technologies and services, available to HT Researchers as well as to Italian Researchers, who can Access them through open, merit-based selection procedures.

As defined by the *Convenzione* by applying to the national context the definition of 'research infrastructure' introduced by the European Strategy Forum for Research Infrastructures, National Facilities (NFs) are facilities, resources and related services used by the Italian scientific community to conduct top-level research in their respective fields, regardless of institutional affiliation. Specific operational units, called Infrastructural Units (IUs), defined as the set of people, tools, resources, technological procedures and cutting-edge experimental protocols necessary for a specific thematic line of research, form each NF.

Below the list of the first NFs and relevant IUs:

- NF for Genomics IU1 High Throughput Sequencing, IU2 Multi-Omics Technologies, IU3 Computational Genomics, IU4 Technology Development
- NF for Genome Engineering and Disease Modelling IU1 Pluripotent Stem Cells and Advanced Cell Cultures, IU2 Gene Editing Technologies, IU3 Validation, IU4 Technology Development
- NF for Structural Biology IU1 Cryo-Electron Microscopy, IU2 Biomass Production, IU3 Biophysics, IU4 Structural Proteomics, IU5 Dynamic Single-molecule, IU6 Technology Development
- NF for Light Imaging IU1 Imaging, IU2 Tissue Processing, IU3 Flow Cytometry, IU4 Highcontent Imaging, IU5 Ion Imaging, IU6 Technology Development - Customized Microscopy
- NF for Data Handling and Analysis IU1 Bioimage Analysis, IU2 Omics Analysis, IU3 Technology Development DevOps and Web Development

More information on HT NFs and a detailed list of services can be found on the dedicated webpage (link).

#### 2.1. Access modalities

Three different Access modalities can be requested. Their availability will vary, based on the service specifics of each NF:

- "Simple" Access to NF or individual instruments thereof: this modality is intended for Users involved in projects requiring technologies that are available at the NF for direct Access by User. This Access modality requires prior expertise with the technology of interest. After an initial introductory training aimed at defining the level of expertise of the User, the use of the instrument with limited supervision by NF staff is authorised. For defined NFs/ instruments/ services this Access modality may be restricted or not available.
- Access to NF services: This procedure entails the provision of services performed by NF staff on behalf of the User. NF services may include both standard services as well as, when foreseen by the technology development specifics of each NF, bespoke services conceived and discussed with the User. To allow the NF staff to best align the experimental activity to the research objective, the User may be invited, if needed, to assist the NF staff while performing the project or aspects of it.
- Access to NF services including training: This procedure entails training by NF staff to provide Users, in addition to or alternatively to the services described in the previous modality, with training courses and/or programs, aimed at transferring the expertise necessary for the independent use of the specific technology. In this case, technical and/or experimental activities are conducted with the active participation of the User. Training can be provided by NF staff while performing the service(s) or in a dedicated session. This type of Access is also aimed at researchers who want to acquire expertise for subsequent independent use of a specific technology in other laboratories.

# 3. **DEFINITIONS**

#### 3.1. Access

"Access" refers to the authorized physical or remote use of the NF and of the services offered. Such Access can be granted for sample preparation, set-up, execution and dismantling of experiments, education and training, expert support and analytical services, among others. Access to the NFs includes all infrastructural, logistical, technical and scientific support (including training) that is necessary to perform the aspects of the project approved for Access.

*Law 160/2019, art. 1, co. 276, lett. b* currently foresees that Access of external Users affiliated with Universities, *Istituti di Ricovero e Cura a Carattere Scientifico* (IRCCS), and Public Research Entities is supported by open calls for Access organized by HT and is subsidized by HT for the project (or part of the project) approved for Access.

#### 3.2. Confidential information

"Confidential information" means all data, knowledge and information, including but not limited to any background intellectual property disclosed by one party to the others for use in the project and identified as confidential before or at the time of disclosure and any arising intellectual property

#### owned by that party.

#### 3.3. Applicant

"Applicant" is the Principal Investigator who applies to a NF open call for Access and who is responsible for the submitted project. They can be of any nationality and must be affiliated with an Italian University, *Istituto di Ricovero e Cura a Carattere Scientifico* (IRCCS) or Public Research Entity.

#### 3.3.1. Physical Access (or in person Access)

"Physical Access" applies when a User accesses a NF or a service by being physically present at the selected NF. In order to obtain physical Access, the User must complete all necessary security and health, safety and environment (HSE) checks, complete all required training and be provided with all the necessary insurances. Physical Access is also required for on-site training.

#### 3.3.2. Remote Access

"Remote Access" means Access to a NF or service without the User being physically present at the NF. Typically, NF staff perform the experimental protocols entailed by the service and return the Data and results produced to the User together with any resulting samples (when appropriate). If applicable, "remote Access" can also include remote analysis of the samples by the User after sending them to the NF.

#### 3.4. National Facility

NFs are technological platforms used by both HT internal and external Researchers to conduct research and foster innovation in their respective fields. NFs include not only scientific equipment but also personnel (both scientific and administrative), resources (e.g., Data resources and analytical pipelines, collections, biobanks), technical knowledge and services that are essential to achieve excellence in research and innovation.

#### 3.5. Principal Investigator and Principal Investigator Institution

"Principal Investigator" (PI) is the Researcher affiliated to an eligible Institution with the role of independent Group Leader, who submitted a project as Applicant to an NF call for Access and who is responsible for coordinating the research activities conducted within the framework of the approved project.

The PI shall hold a primary appointment as Group Leader at an eligible Institution, with the following requisites:

- Coordinate an independent research team.
- Have a supervisory role towards junior and/ or senior Researchers.
- Their Group has an autonomous budget sufficient to cover their current research expenses.
- Be the recipient of independent research funding as PI or co-PI.

Junior PI: Up to 6 years from their first appointment in an independent Group Leader position.

Established PI: More than 6 years from their first appointment in an independent Group Leader position.

"PI Institution" means the Institution to which the PI is affiliated.

# 3.6. Researcher

"Researcher" is a professional engaged in the conception or creation of scientific knowledge. They conduct research and improve or develop concepts, theories, models, techniques, instrumentation, software or operational methods.

#### 3.7. User

"User" is intended as a Researcher affiliated with an eligible Institution who accesses the NFs to perform the approved activities or to support the NF staff while performing the approved service.

User can be the PI or a separate member of their research team.

Pls are encouraged to support NF Access by young Researchers (R1 and R2 profiles of the European Framework for Research Careers, <u>link</u>) who are part of their team.

#### 3.8. Access project

"Access project" includes the objectives and the activities performed at the NF to achieve the scope of the Access.

#### 3.9. Input Material and Input Data

Input Material and Input Data mean respectively any and all materials and data to be transferred to HT by the PI/Resercher and/or their Institution to be analyzed and/ or processed on their behalf within the relevant NF(s) as part of the Access. The complete list of Input Material and Input Data to be transferred is provided by the PI.

#### 3.10. Output Material and Output Data

Output Material and Output Data mean respectively any material or data generated by the NF(s) from the analysis of PI's Input Material or Input Data.

#### 3.11. Intellectual property

Intellectual Property means trade-marks, service marks, certification marks, official marks, trade names, trade dress, distinguishing guises and other distinguishing features used in association with wares or services, whether or not registered or the subject of an application for registration and whether or not registrable, and associated goodwill; inventions, processes, articles of manufacture, compositions of matter, business methods, formulae, developments and improvements, whether or not patented or the subject of an application for patent and whether or not patentable, methods and processes for making any of them, and related documentation (whether in written or electronic form) and know-how; software in source code or object code form, documentation, literary works, artistic works, pictorial works, graphic works, musical works, dramatic works, audio visual works, performances, sound recordings and signals, including their content, and any compilations of any of them, whether or not registered or the subject of an application for registration and whether or not registrable; domain names, whether registered primary domain names or secondary or other higher level domain names; industrial designs and all variants of industrial designs, whether or not registered or the subject of an application for registration and whether or not registrable; and trade secrets, technical expertise, and Research Data and other confidential information. Background intellectual property means any and all Intellectual Property conceived, developed, reduced to practice or otherwise made or acquired by HT and/or the PI or the User before the Access and that was not developed or conceived during the Access. Foreground intellectual property means any and all Intellectual Property that is conceived, developed, reduced to practice or otherwise made by HT personnel during Access as part of the service, including improvements and enhancements to Background Intellectual Property.

#### 3.12. Service

Service includes activities as described in the PI's project approved for Access and detailed in the Project Plan agreed upon by PI and NF staff.

# 4. ACCESS PROCEDURE FOR EXTERNAL USERS APPLYING TO OPEN CALLS FOR ACCESS

Law 160/2019, Art. 1, comma 276, lett. b foresees that Access of external Users affiliated to Italian Universities, *Istituti di Ricovero e Cura a Carattere Scientifico* (IRCCS), and Public Research Entities is supported by open calls for Access organized by HT and does not entail any charge for the User in connection with the project (or part of the project) approved for Access. Access for external Users through open calls is granted based on the principles of scientific excellence, with the aim of supporting high-quality research. Access requests are approved by the Standing Independent Evaluation Committee (SIEC) based on the evaluation of the submitted application. Such evaluation, based on scientific merit, originality and innovation potential is performed by a dedicated panel of independent experts (Review Panel) identified and appointed by the SIEC. Access to the NFs is approved by the SIEC, based on scientific merit and technical feasibility of the project, as well as capacity of the relevant NF. Detailed information on the evaluation criteria and the scoring system is available in each call for Access.

Once approved, Access is managed through a dedicated Access portal that allows the User to interact with the NF staff and to follow the status of the project as experiments are carried out.

A detailed description of the Access workflow is available on the NF webpage (link).

# 5. SCIENTIFIC REVIEW PANEL

NFs offer Access to a wide range of technologies that can be applied to different scientific fields. For the evaluation process to be efficient and of high-quality and following established international best practice, SIEC is supported by dedicated Review Panels composed of experts in the technological fields covered by the NF selected by the SIEC.

# 6. ACCESS AGREEMENT AND OTHER AGREEMENTS

In case the access request is approved, the Access to the NFs is regulated by these NF Access Rules, which must be accepted by the PI/Researcher and their Institution at the moment of the application.

When required or appropriate (e.g., projects that involve the use of data, samples, other material of human origin and derivatives thereof) an Access Agreement or other formal Agreement covering technical and legal aspects such as mode of Access, rights, obligations, representation and warranties of the PI, ethical clearances, intellectual property rights, Data protection (data processing agreements), confidentiality, liability, and financial aspects, among others, shall also be entered into upon HT's request. A template of the Access Agreement and annexes thereof is available on the NF webpage (link). The PI/Researcher and their Institution are required to sign the Access agreement and relevant annexes.

When Access foresees co-development of protocols or technologies with the contribution of both the PI, the User and HT staff, the Access is regulated by an additional dedicated Agreement.

### 7. BEGINNING OF ACCESS

PI/Researcher shall ensure the timely delivery of information and documentation as well as material, sample and data required for starting the Access. If requested documentation and material will not be provided within 2 months after project approval, the Access cannot be guaranteed, and approval can be revoked.

# 8. TRANSFER OF MATERIAL/ DATA AND PRINCIPAL INVESTIGATOR'S OBLIGATIONS

The Input Material/ Data is temporarily transferred from the PI to HT for the sole execution of the approved Access and remains property of the PI. At the end of the Access, the Input Material not consumed by analysis is destroyed or returned to the PI, as agreed upon during the Access. When applicable, unused Input Material will be returned within 30 days after the delivery of the Output Material or Output Data.

When the service includes processing of input material, the processed material (output material) is property of the PI and will be returned to the PI in the timeframe and condition specified in the Project Plan. Notwithstanding the foregoing, any material added to the input material for the purpose of expressing proteins of interest within the services of the Infrastructural Unit Biomass Production ("added material") shall be processed solely for the purification phase and then destroyed and disposed of; any further use of said added material is forbidden.

The Input Data is temporarily made available by the PI to HT for the execution of the approved Access and remains property of the PI.

HT activities are among others guided by the Convention on Biological Diversity (CBD) (<u>www.cbd.int</u>) and the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (ABS) (<u>www.cbd.int/abs/</u>), as applicable. Materials are transferred to HT on the condition that PI agrees to use material and Data in compliance with international laws and conventions.

#### 7.1 Processing of personal data. Pseudonymization / anonymisation

Any Input Material and Input Data of human origin, including but not limited to DNA, RNA, blood, tissue, saliva, stool, must be provided to HT in pseudonymous or anonymous form. This means that all identifiers other than the pseudonym must be removed and not transferred nor made available to HT and its personnel (this may include, but it is not limited to, name, surname, date of birth, fiscal code, *etc.*). Means of transmission include, but are not limited to mail, sample list, shipped envelopes or direct labeling of tubes. HT shall process any personal Data contained within any Input Material and Input Data acting as Processor under the applicable Data protection legislation (art. 28, Regulation (EU) 2016/679); to this aim, the parties shall enter into a data processing agreement whose template is attached to the Access Agreement. Such provision applies also when the Input Material are commercial cell lines of human origin.

#### 7.2 Biosafety level

HT will not accept any Input Material containing pathogenic agent above BSL-1 or BSL-2 as agreed

upon during the kick-off meeting.

If human Input Material is provided in the form of tissue or body fluid, the PI shall provide a signed declaration that "The Input Material does not contain any pathogenic agent (viral, bacterial, fungal, prionic)" OR "It is not known whether the Input Material may contain pathogenic agents" OR "It is known that the Input Material contains pathogenic agents (specify)"

#### 7.3 Authorizations to use

The PI warrants the absence of any third-party rights in the Input Material or Input Data that would preclude it from providing it to HT in accordance with these Access Rules.

The PI shall comply with the confidentiality requirements and should adhere to the code of conduct and standard ethical behaviour in scientific research when conducting research, and using and disseminating Research Data and findings, as detailed in the European Code of Conduct for Research Integrity of the European Science Foundation (link)

The PI shall confirm that all relevant authorizations, declarations and accreditation from the competent authorities have been obtained in order to process the submitted Input Material or Input Data and to perform the proposed activity, in full compliance with the applicable EU and National laws.

If applicable, PI shall confirm that legal requirements for exporting/importing materials to/from other countries have been met.

#### 7.4 Research only restriction

The PI warrants that the Access requested, and the use of the Input Material and Input Data is for research purposes only. The PI and the PI's Institution must not use the Output Material and Output Data as part of any clinical or diagnostic or other non-research related purposed.

HT shall not be responsible for the scientific results and publications that are further obtained by the PI based on the Output Material and/or Output Data resulting from the Access once said Output Material and Output Data have been delivered by HT to the PI or the User upon completion of the Access.

#### 7.5 Input Material technical requirements

The PI shall provide the Input Material in the quantity and quality required for the Access as described in the call for Access.

HT personnel will perform a quality check of the Input Material before starting the analysis. In case of any non-compliant Input Material, the NF will contact the PI who can decide how to proceed with the non-compliant Input Material.

Shall the PI fail to comply with any of the obligations included in these Access Rules, HT may refuse to perform the Service.

# 9. COVERAGE OF ACCESS COSTS

Access to the NFs is supported by the Ministry of Health, Ministry of University and Research and Ministry of Economy and Finance. Law 160/2019, art. 1, comma 276, letter b foresees that Access of external PIs affiliated with Italian Universities, *Istituti di Ricovero e Cura a Carattere Scientifico* (IRCCS), and Public Research Entities is supported by open calls for Access, and is subsidized by

HT for the project (or part of the project) approved for Access and described in the Project Plan agreed upon with the NF staff. If any further service is requested by the PI, a fee is applied.

The costs for the activities to be performed at the NFs will be fully covered, including shipment of relevant material from and to the PI's laboratory as well as travel and accommodation for the User while accessing the NF. Travel costs refer to the travel from User hometown to Milan (two-way ticket) and local public transport for the day(s) of the Access.

Project-related costs (personnel, consumables, and other costs) at the PI laboratory are not covered.

# **10. DATA MANAGEMENT, DELIVERY AND STORAGE**

When Research Data are generated during Access, PI and NF staff agree on a Data Management Plan (DMP) included in the Project Plan, regulating how Research Data of the project are handled. Data Management shall refer to HT Research Data Management Guidelines (<u>link</u>) and shall be in line with the FAIR principles that aim at making Research Data findable, accessible, interoperable and re-usable. The DMP includes information on:

- the handling of Input and Output Data during and after the end of the project,
- what Input Data are collected, processed and/or what Output Data are generated,
- which methodology & standards are applied,
- whether Output Data are shared/made Open Access and
- how Output Data are curated & preserved (including after the end of the project).

During the course of the project, the NF may make available intermediate datasets of the Output Data to the PI by uploading them to the HT Fast Data Exchange (FDE). During the project, the NF may make available intermediate datasets of the Output Data to the PI by uploading them to the HT FDE. The PI shall download the dataset within 30 calendar days from receipt of the notification of availability, using one of the download methods offered by the system. At the end of the 30-day period, the intermediate datasets may be removed from the HT FDE at the discretion of the NF.

When all activities specified in the Project Plan are completed (End of Access – EOA), all Output Data related to the project (raw data, processed data, analysis reports) will be made available to the PI on the HT FDE, and the PI will receive a notification of availability of the data. The PI must download the full dataset within 30 calendar days from EOA. After this date, the Output data will be available for download upon payment of a fee for late download. After this period, Output Data will be deleted without notification.

Should extra time be required for downloading because of technical issues on the PI's side, the PI may request extended retention of the Output Data. This request must be placed in writing within 30 calendar days of EOA. The Output Data will be stored on HT storage for the requested length of time (not greater than 180 calendar days). When the PI is ready to receive the Output Data, it will be made available on the HT FDE for download for a period of 30 calendar days. After this period, Output Data will be deleted without notification.

HT reserves the right to archive data when there are legal justifications.

The NF-DATA staff is available to assist the PI with downloading the data throughout the duration of the Access.

### **11. CONFIDENTIALITY AND PRIVACY POLICY**

All PI and User information is held with strict confidentiality. All materials and information sent to HT and the Data produced by HT for the PI's project are exclusive property of the PI and will be returned to the PI or discarded in confidential manner. For HT's privacy policy, please retrieve the latest document available at the following <u>link</u>.

#### **12. ETHICAL CONDUCT**

PI and User shall comply with the confidentiality requirements and adhere to the code of conduct and standard ethical behaviour in scientific research when conducting research and using/disseminating research Data and findings, as detailed in the European Code of Conduct for Research Integrity of the European Science Foundation (link).

When submitting an application, each Applicant shall confirm that all relevant authorisations, declarations, and accreditation from the competent authorities have been obtained, or will be obtained within two (2) months after access approval, in order to perform the proposed activity. In particular, PI shall ensure compliance of the proposed work with the ethical obligations as requested by European and National laws (e.g., ethical clearance), providing specific representations and warranties in this regard.

# 13. INTELLECTUAL PROPERTY RIGHTS (IPR)

Unless a dedicated collaboration agreement provides otherwise, all Intellectual Property Rights (IPR) deriving from the activities within the scope of the Project, including those consisting in the execution of the Service, shall belong to the PI and/or the PI Institution, depending on the agreements between them.

All IPR that are developed by HT while carrying out the Service but beyond the scope of the Project shall solely belong to HT. Shall the PI and/ or the User contribute to the latter, the related IPR shall be shared between HT and the PI/ User on the basis of the PI/ User's actual contribution.

#### 14. OWNERSHIP OF RESULTS, ACKNOWLEDGEMENT AND CO-AUTHORSHIP

The User shall own the results produced and have the right to publish or otherwise exploit findings and results produced during the Access. Since the NFs are subject to evaluation, they need to provide KPI to demonstrate success in providing support to the scientific community. Therefore, NFs shall be acknowledged for providing the service, and NF staff listed as co-authors in the case of co-development of part of the project.

HT shall be acknowledged as the Access provider in any publications or presentations of the Data and results provided by the NFs, using the following statement "We acknowledge the Access and services provided by the National Facility for [GENOMICS / STRUCTURAL BIOLOGY – IU (specify number and name of the IU)/ GENOME ENGINEERING / LIGHT IMAGING - IU (specify number and name of the IU) / DATA HANDLING AND ANALYSIS – IU (specify number and name of the IU)], Fondazione Human Technopole, Milan, Italy; Call for Access (specify call ID), Project IDXXXXXX". Moreover, in scientific publications the statement "[Technique/analysis] was performed

at National Facility for [GENOMICS / STRUCTURAL BIOLOGY - IU (specify number and name of the IU)/ GENOME ENGINEERING / LIGHT IMAGING - IU (specify number and name of the IU)/ DATA HANDLING AND ANALYSIS – IU (specify number and name of the IU)], Fondazione Human Technopole, Milan, Italy" shall be indicated in the materials and methods section of the publication. "Publication" means any form of dissemination of the results such as manuscripts, pre-prints, abstracts, presentations, etc. All Users shall make their Data publicly available in the most appropriate and time-efficient way as required by the *Convenzione* (link).

When NF staff critically contributes to the User's project while performing the service requested, coauthorship shall be discussed. Activities for which authorship is recommended are: design of project that includes critical input and/or original ideas (e.g., providing guidance for experimental design, solving technical problems, developing technology/ methods that make the project feasible); Data acquisition, analysis and/or interpretation beyond routine practices; critical drafting and/or revision of manuscript for intellectual content purposes.

# 15. ACCESS REPORT, FEEDBACK FORM AND SCIENTIFIC OUTPUT

At the end of the activities carried out at the NF, and not later than 3 months thereafter unless agreed otherwise with the NF User Access Office, the User must submit (via email to national.facilities@fht.org) a short report on the results obtained and the impact of the service on their research, to be published on the NF website as required by the *Convenzione Art 6, comma 5*.

Moreover, the User will be required to fill in a brief survey regarding their experience, providing feedback and suggestions for further service improvement.

The User must communicate to the User Access Office (via email to national.facilities@fht.org) any publication acknowledging the NFs.

Research Data obtained during the Access shall be made available to the scientific community following the FAIR principles. Users must inform the User Access Office (via email to national.facilities@fht.org) when and how the Data are made public.

# **16. LIMITATION OF LIABILITY**

HT does not guarantee:

- the suitability, with respect to the research purposes of the User, of its premises, equipment and personnel;
- the accuracy of the services provided by its NFs, nor that such services are free from errors or omissions.

In the absence of gross negligence or willful misconduct, HT shall in no case be liable to the User and to the User Institution for any losses, liabilities, damages, costs or expenses, including those arising out of inadequacy or malfunctioning of its laboratories or arising out of delays or negligence in the providing of the services.

# **17. REPRESENTATIONS AND WARRANTIES**

The PI and the PI Institution represent and declare that the relevant research project has received full ethical clearance and that all biological samples and personal Data involved have been collected

in accordance with applicable laws and regulations. In this regard, the User and the User Institution expressly undertake to indemnify and hold harmless HT, its regents, officers, agents and employees from any liability, loss or damage HT may suffer as a result of claims, demands, costs or judgments arising due to the breach of ethical protocols, privacy laws or biosafety regulations.

The PI and the PI Institution also expressly undertake to indemnify and hold harmless HT in connection with any loss or damage, direct or indirect, HT may suffer as a consequence of the User or the User Institution's own negligence or failure to comply with the instructions given, time by time, by HT's HSE Area or by NF staff.

# **18. GENERAL RULES FOR PHYSICAL ACCESS**

HT strongly promotes remote Access to minimise costs and time as well as to limit travelling. In cases where remote Access is not possible, physical Access is used and the following rules applies:

#### 18.1. Implementation

Physical Access to the NFs is in accordance with the rules and procedures of HT. This applies in particular to the granting of Access to Access projects, entrance permits, length of stay, health and safety, and security of Users at HT.

During the whole duration of the physical Access, the User will not have any employment relationship with HT.

#### 18.2. User instructions

HT provides Users with instructions for effective and efficient Access to the NFs. Instructions relevant to the use of the NF of interest are provided by the NF providing the Access.

In order to obtain physical Access, the User must complete all necessary security and HSE checks, carry out all required training and be provided with all the necessary insurances.

#### 18.3. User responsibilities

Users have to comply with all instructions given by NF staff within the NF and report any problems or safety relevant issues.

Users are obliged to notify the NF staff of any malfunction or damage to instruments without any delay.

#### 18.4. Insurance

All external Users who physically Access NFs must ensure that they have comprehensive insurance coverage for accidents and third-party liability, encompassing all their activities during their stay at HT. The external User Institution or the external User shall provide the name of the insurance company, insurance policy number and expiration date, and ensure that HT is recognized as third party.

#### 18.5. Coverage of costs during physical Access

*Law 160/2019, Art. 1, comma 276, lett. b* currently foresees that for external Users affiliated to Italian Universities, *Istituti di Ricovero e Cura a Carattere Scientifico* (IRCCS), and Public Research Entities the travel, food and lodging expenses during the period to be spent at HT during physical Access are covered by HT in accordance with HT's current applicable policies.

#### **19. REVIEW AND UPDATE OF NF ACCESS RULES**

These Access rules represent the current procedure and rules to Access HT NFs.

To meet the requirements of the scientific community, HT will periodically review the relevance, suitability and applicability of these Access rules and, whenever appropriate, update them accordingly. The most updated version of the rules is available on the NF website at the following link.

#### **20. FURTHER INFORMATION**

For general inquiries: NF User Access Office, national.facilities@fht.org