



**funded by the European Union's NextGenerationEU under the MUR call 3264/2021 PNRR M4/C2/L3.1.1 (Project No. IR0000009, CUP B53C22001790006)**

## *Annex II – User access agreement*

### *Transnational Access (TNA) @ National Research Council*

version 1.0 – February 15<sup>th</sup>, 2025

The present Agreement defines the terms and conditions to access to the services provided by the ITACA.SB research infrastructure in the frame of the **1<sup>st</sup> Call for Transnational Access to the CNR Facilities**.

With the signing of this agreement the User will benefit from appropriate scientific, technical, and IT resources (as described in Annex I – Service catalogue) that are strictly needed for carrying out the project under this Agreement.

Access to ITACA.SB's scientific, technical, and IT resources is subject to the explicit acceptance of ITACA.SB's Terms of Use (ToU), Acceptable Use Policy (AUP), and Services Privacy Policy (Annexed to this Agreement)

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## 1. Parties to the agreement

This agreement is made

BETWEEN

ITACA.SB O.U. at CNR-IC Bari

ITACA.SB O.U. at CNR-IC URT Caserta

ITACA.SB O.U. at CNR-ICB Catania

ITACA.SB O.U. at CNR-IBPM Rome

hereafter referred to as “**Provider**”

AND

hereafter referred to as “**User**” or “**Applicant**”

The Provider and the User are hereinafter jointly referred to as the “**Parties**”.

## 2. Services requested

Service(s) ID<sup>1</sup>:

Service cost (per hour/day/sample)<sup>2</sup>:

Number of hours/days/sample granted:

Date(s) (dd/mm/yyyy):

Total service cost (in €)<sup>3</sup>:

Name of the local contact:

E-mail address of the local contact:

## 3. Intellectual property rights

The results generated within the scope of the project shall remain the sole and exclusive property of the User.

## 4. Confidentiality of information

The Parties agree that all Confidential Information disclosed by one Party (the “Disclosing Party”) to the other (the “Recipient”) under this Agreement shall be maintained in strict confidence. This obligation extends retroactively to the period of negotiations and scientific discussions between the Parties, including their researchers.

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<sup>1</sup> As outlined in [Annex I – CNR Service catalogue](#) (separate with “;” in case of multiple services)

<sup>2</sup> In accordance with [Annex I – CNR Service catalogue](#)

<sup>3</sup> Costs are covered by **ITACA.SB** within the **Call for Transnational Access to the CNR facilities**

## Recipient's obligations

The Recipient undertakes, for the duration of this Agreement and as long as necessary thereafter, to:

- Use Confidential Information solely for the purpose of performing the Project.
- Not disclose Confidential Information to any third party without (i) the prior written consent of the Disclosing Party and (ii) ensuring the third party enters into an appropriate confidentiality agreement.
- Restrict internal distribution of Confidential Information strictly on a need-to-know basis.
- Upon written request, return or destroy all Confidential Information, including all copies, and delete electronically stored information. However, the Recipient may retain one archival copy if required for legal or regulatory compliance.
- Ensure that its employees and personnel comply with the confidentiality obligations outlined in this Agreement and are bound by terms no less stringent.

## Exceptions

The Recipient's confidentiality obligations shall not apply if the Recipient can demonstrate that:

- The Confidential Information becomes publicly available through no breach of this Agreement.
- The Disclosing Party notifies the Recipient that the information is no longer confidential.
- The information is lawfully obtained from a third party without confidentiality restrictions.
- The information was independently developed by the Recipient without access to the Confidential Information.
- The information was already in the Recipient's possession before the execution of this Agreement, without confidentiality obligations.

## Protection and Notification

The Recipient shall exercise at least the same degree of care in handling Confidential Information as it does with its own confidential or proprietary information. In the event of unauthorized disclosure, misappropriation, or misuse, the Recipient must promptly notify the Disclosing Party in writing.

## Legal Disclosure

If the Recipient is required by law, regulation, or court order to disclose Confidential Information, it shall, to the extent legally permissible, notify the Disclosing Party in advance and comply with reasonable instructions to protect its confidentiality.

## Liability and Disclaimer

Confidential Information is provided "as is," without any warranty of accuracy or fitness for a particular purpose. The Recipient assumes full responsibility for its use and bears all associated risks and costs.

## 5. Data protection

By signing this Agreement, the Parties agree to process personal data in pursuit of its objectives, in compliance with Legislative Decree No. 196 of June 30, 2003 (Personal Data Protection Code), as amended and supplemented by Legislative Decree No. 101/2018, which aligns national legislation with European Regulation 2016/679 (General Data Protection Regulation – GDPR). This regulation governs the protection of natural persons regarding the processing of personal data and the free movement of such data. The Parties mutually consent to the processing and disclosure of their respective personal data in accordance with the methods and purposes outlined in the aforementioned privacy notice.

The processing of data through the provided services shall be governed by the terms and conditions specified in the service privacy policy annexed to this Agreement.

Regarding ITACA.SB, the privacy notice on personal data processing is available in the dedicated section of the institutional website at <https://www.cnr.it>.

## 6. Publications and dissemination

Outcomes (publications, presentations, patents, etc.) resulting from work carried out in the frame of this project must acknowledge ITACA.SB using the following text:

*“Potentiating the Italian Capacity for Structural Biology Services in Instruct-ERIC”, acronym “ITACA.SB” (Project No. IR0000009, CUP B53C22001790006), funded by the European Union’s NextGenerationEU under the MUR call 3264/2021 PNRR M4/C2/L3.1.1*

## 7. Compliance and conflict prevention

Both Parties shall exercise due diligence and reasonable caution to prevent any conflicts that may impact the execution of this Agreement. Each Party acknowledges its responsibility to comply with all applicable laws and regulations relevant to its activities under this Agreement.

In particular, with respect to health, safety, and environmental regulations, each Party affirms its awareness of and commitment to adhering to the applicable legal and regulatory requirements, recognizing that such compliance is a fundamental obligation.

Each Party shall perform its obligations under this Agreement in full accordance with its respective national and international laws governing the Project.

## 8. Amendment of the agreement

No changes, alterations, or modifications to this Agreement shall be valid or enforceable unless made in writing and signed by the authorized representatives of both Parties.

## 9. Reporting

The User agrees to receive and respond to queries from the Provider after benefiting from the services provided. These queries may include, but are not limited to, a brief report on the Project's completion, a satisfaction survey regarding the services provided, and a statement on the quality of services used during the hosting period. Responses may be used for outreach purposes, including the project's website, social media, and reports.

Each User will receive a link to answer a Survey about the TOA Access experience. This questionnaire should be completed within 3 weeks after the end of the NOA access. Through this User feedback, the Users will express their outcomes and experiences of their access at the infrastructures. These exchanges will give rise to improvements for the future TOA programme.

## 10. Miscellaneous

This Agreement consists of this core text and the Annexes, which form an integral part of the Agreement. This Agreement supersedes all prior statements made by either Party and all previous agreements, understandings, and arrangements between the Parties in respect of the Project. If any portion of this Agreement is deemed invalid or unenforceable, such portion shall be considered severed, and the remaining provisions shall remain in full force and effect. Neither Party is authorized to represent the other Party or to execute or accept any declaration on behalf of the other Party. Each Party retains the right to conduct its own business, operations, or activities as it sees fit. Nothing in this Agreement shall be interpreted or construed as precluding either Party from carrying out independent research in the same field as the Project.

## 11. Termination

Termination of this agreement may occur under several conditions, each of which is outlined in detail below to ensure clarity and mutual understanding

### a. Termination for convenience

- Either party may terminate this agreement by providing the other party with 7 days' written notice.
- Any payments due for services rendered up to the termination date must be settled.

### b. Termination for cause

Either party may terminate the agreement immediately if the other party:

- Fails to fulfill a material obligation under the contract.
- Breaches any term of this agreement and fails to remedy the breach within 7 days of receiving written notice.

### c. Termination due to force majeure

If a force majeure event (e.g., natural disasters, war, government restrictions) prevents either party from performing its obligations for a continuous period of **30 days**, the affected party may terminate the agreement without liability.

## Consequences of Termination

Upon termination:



1. The service provider shall cease all work immediately.
2. Any confidential information or materials exchanged must be returned or destroyed as agreed.
3. Any licenses, access rights, or privileges granted under this contract shall be revoked.

### **Survival of Obligations**

Certain obligations, such as confidentiality, liability limitations, intellectual property rights, and outstanding payments, shall survive termination.

### **Dispute Resolution**

If there is any dispute regarding the termination, both parties agree to attempt resolution through mediation/arbitration/court proceedings.

## **12. Signatures**

The Parties execute this Agreement in digital format, in a single original copy, with a legally recognized digital signature placed next to their respective names.

### **For the ITACA.SB Research Infrastructure**

Name of the scientific coordinator: **dott. Michele Saviano**

Name of the local contact assisting the user:

### **For the User**

I confirm that I intend to execute the Project applied for and agree to the terms and rules outlined in this Agreement.

Name of the applicant:

## **List of Annexes to the User Access Agreement**

- Annex VI – User Access Request form (automatically generated by the Instruct-IT platform)