

**Plan to use the research infrastructure
of CENTER OF COMPETENCE
Blue Coastal Marine and Riverine Innovative & Sustainable
Management of Environments and Resources
Acronym of the Centre: BLUE-CRISTAL**

March, 2024

The scientific infrastructure of Center of Competence “BLUE-CRISTAL” is based on the triangle "education - science - innovation" and has a major role in the development of knowledge and technologies and their use. Through the CC, it helps structure the scientific community and plays a key role in constructing an effective scientific environment for innovation, by offering high-quality services to users, involving young people and attracting new users and preparing them for a new generation of researchers.

§1. Principles

1. These Rules (hereinafter referred to as Rules) for external users' access to the scientific infrastructure of Center of Competence “BLUE-CRISTAL” (hereinafter referred to as the Center) are in accordance with national legislation, international agreements, Horizon 2020 recommendations, incl. the guidelines and principles laid down in the European Charter for Access to Research Infrastructures, 2016.
2. The Center offers access to the resources of its scientific infrastructure to users from academia, business and public institutions (hereinafter referred to as Users).
3. The Center applies various fee models for access to its scientific infrastructure, tailored to its specifics, in order to be able to cover the costs, consumables and depreciation of the equipment, as well as to achieve financial sustainability of the scientific infrastructure.
4. When granting access rights, the Center complies with the policy of equal opportunities and absence of discrimination on any grounds.
5. The Center supports, whenever possible, a policy of free access to publications and data, especially those aimed at publicity.
6. The Center shall prepare a plan for managing the data obtained in the research, which ensures that the data are stored and used appropriately for a certain period and are available for reference and reuse. The Center encourages professionals to give free access to data whenever possible.
7. The user must cite the infrastructure used in all appearances (ie publication, patent, data, etc.) derived from research resulting from the use of the infrastructure. Users are encouraged to propose co-authorship to those researchers working in the scientific infrastructure who have made a substantial scientific achievement in their work.

8. The Center can offer training to students, PhD students and specialists and practical activities to use the scientific infrastructure, with the aim of preparing young people for future scientific research.
9. The Center provides users with instructions for more efficient access to the scientific infrastructure.

§2. Access to the Center's facilities

1. The Center provides the User with its facilities for the purposes of carrying out scientific research. Facilities include, but are not limited to: equipment, services, information and other materials, with or without collaboration with Center scientists.
2. Access to the facilities is regulated by regulations for application and regulation of access to the infrastructure. The center makes access rules public and offers transparent information on the determination of infrastructure access rights. User groups seeking access must provide the CC with a written description of the work they wish to perform, as well as the names, nationalities and institutions of origin of the users.
3. Submitted proposals are evaluated by committees composed of scientists with expertise in the relevant field and the acceptance criteria are scientific achievements, technical feasibility and available laboratory resources. In its work, the designated commission applies the principles of transparency, fairness and impartiality.
4. The policy of access to the scientific infrastructure of the CC is defined in terms of access units (time, amount of data, etc.), access modes for individual groups of users, access conditions, the process and communication during access and assistance by from the engineering staff of the CC.
5. In the event that the request for access under point 2, or parts thereof, is financed by a commercial company or institution, the User undertakes to inform the Center about the details of his agreement with the relevant company or institution. The Center and the User together decide on a case-by-case basis whether an additional agreement beyond these Rules is required.
6. The user guarantees that all research activities are carried out exclusively for peaceful purposes and in accordance with generally accepted rules of ethical conduct in scientific research.
7. The Center stores relevant documentation to support and justify the amount of reported access of each User.

§3. Use of Facilities and Local Contact

1. After acceptance of the access proposal, an access schedule is issued and an operational Local Contact (a scientist from the laboratory staff) is appointed to the project.
2. The local contact:
 - ✚ provides assistance for the technical planning of scientific research;
 - ✚ ensure that the equipment is properly set up to perform the scientific research;
 - ✚ provides appropriate training and guidance for the User to operate the equipment effectively and safely;
 - ✚ assists the User in matters concerning the working environment and assists the User in the installation of his equipment.
3. The user must ensure that a sufficient number of professionals participate in the scientific research to ensure its safe and efficient performance throughout the time covering the planned period of access.

§5. Duty of confidentiality

1. The Parties will treat as confidential any and all information that has already been or will be made available to them or that they acquire in the course of scientific research and in connection with access to the scientific infrastructure at the Center.
2. The Parties undertake not to disclose information belonging to the other Party to third parties under any circumstances, unless an additional written agreement is signed in advance between the Parties.
3. The obligation of confidentiality described above does not apply to any information that:
 - ✚ it can be proven that it was in the public domain or is publicly known and easily accessible, or
 - ✚ can be shown to have been in the possession of, or to have been readily available to, the other Party or its affiliates receiving the information from another source prior to disclosure, or
 - ✚ becomes part of the public domain or has become publicly known by publication or otherwise, and not because of any unauthorized action by the other Party, or
 - ✚ is required to be disclosed by law or government order, provided that the other Party has provided reasonable notice of such required disclosure.

§6. Property and Materials

1. In consultation with the Local Contact, the User may be permitted to provide equipment, tools, equipment, test apparatus or materials necessary for the conduct of its scientific research at the facility. Such items remain the property of the User and must comply with the Center's safety rules. Unless the Parties agree otherwise, all such property - provided by the User or the additional apparatus and equipment necessary to carry out the scientific research and provided by the User - must be removed by the User, within a period of seven days at the latest, from the premises of the Center or to be disposed of by the User at his expense, unless otherwise agreed. Samples and supplies brought or sent to the Center must be collected by the User or disposed of in accordance with safety regulations. Heavy equipment must be delivered and collected during standard business hours.
2. The user must provide the Center with all the information about the materials and the safety conditions when working with them, which he needs for conducting the research.
3. On completion of the studies, the User must restore all facilities and objects used to the condition in which they were at the time of arrival.
4. The Center is not responsible for the User's property in the Center, except in cases of loss or damage caused intentionally or due to gross negligence on the part of the Center or its employees.

§7. Intellectual Property

1. Each Party is and remains the owner of the intellectual property obtained/created by it before conducting the scientific research agreed on the basis of these Rules.
2. The rights to all work results (including, but not limited to, know-how, development of reports, proposals, ideas, projects, designs, samples, models, etc.) achieved by the User within the framework of scientific research, held at the Center, agreed upon under these Rules, are owned by the User, who grants the Center a non-exclusive and non-transferable right of free use for their own research and commercial purposes.
3. In the case of joint inventions during the conduct of scientific research and when the two Parties cannot divide the shares according to the rules of the parties, these issues are decided individually on a case-by-case basis. However, the User grants the Center at least a non-exclusive royalty-free right of use for its own research and commercial purposes on a case-by-case basis.

§8. Publication

1. In accordance with the principle of providing free access to information, the User must strive to publish the results of his scientific research according to these Rules in scientific journals with peer-reviewed publications.
2. Users and scientists from the Center who wish to collaborate on topics related to scientific research must conclude relevant agreements, including for the Center's coauthorship in the resulting publication, before the start of scientific research.
3. In the event of publication, the User must acknowledge the support of the Center and support staff or any other assistance in all published material (including conferences and press releases) resulting from work carried out in whole or in part at the Center by appropriate notice:
4. The User undertakes to notify the Center of the title, authors and full list of citations of any scientific publication resulting from the use of the Center's facilities and to send this information to the Center's online database.

§9. Relationships with staff

1. The User's personnel remain with the User throughout the duration of the scientific research and cannot be considered Center personnel for any reason.
2. The User is required to have appropriate health and accident insurance for the entire duration of their stay at the Center's facilities. These insurances must cover all possible accidents while the User conducts research according to the Rules. The Center is not responsible if the User has not taken out insurance.

§10 Access Requirements

1. The user, his employees and persons acting on his behalf must necessarily pass the necessary safety courses and be familiar with all the necessary instructions before starting work on the scientific research.
2. The user, his employees and persons acting on his behalf are under the administrative and technical supervision and control of the Center and comply with all the rules of the Center regarding access and use of the scientific facilities. The Center reserves the right to terminate access to the scientific facilities if the User or persons acting on his behalf do not use the facilities in a safe manner or do not comply with the stated rules and requirements or other instructions of the Center.

§11. Warranties and Responsibilities

1. The Center does not guarantee the conditions of the facilities described by these Rules. In addition, the Center makes no warranty
 - ✚ with respect to the research or intellectual property, information generated or product developed under these Rules;
 - ✚ the ownership, marketability or fitness for a particular purpose of the research or resulting product;
 - ✚ that the goods, services, materials, products, processes, information or data that are achieved under these Rules will achieve the desired results or are safe for any purpose, including as intended;
 - ✚ that none of the above will interfere with the private property rights of third parties.
2. Except in cases of gross negligence or willful misconduct or as may arise from the application of §5 and §7 of these Rules, the Center shall not be liable for any loss or damage in connection with the scientific research. The Center shall not be liable for any direct or indirect loss or damage to the User resulting from the use of the scientific facilities, research or resulting products, intellectual property, or information created.
3. The user is obliged to notify the Center of any damage to the equipment caused by him and his employees or persons acting on his behalf.
4. Claims for damages against the Center are not allowed and considered.

§12. Force majeure circumstances

Neither party shall be liable for any delay in performance or failure to perform its obligations under these Terms if such delay or failure is due to natural disasters or any other event beyond the control of the parties, including but not limited to fire, explosion, natural disasters, disease, war, riot, civil commotion, protest, government action, power or water interruption, provided that the party unable to operate resumes business as soon as possible after the event causing the delay ends or default.

§13. Disagreements

In case of disagreement, both parties should endeavor to resolve their differences amicably. In case of permanent disagreement, the dispute shall be resolved by court order.

§14. Final provisions

1. Changes and/or additions to these Rules must be agreed upon in writing and signed by both parties. This also applies to amending the forms.
2. These Rules are based on and are constructed in accordance with the laws of the Republic of Bulgaria.
3. In the event that one or more of the provisions contained in these Rules become wholly or partially invalid, illegal or unenforceable under any applicable law, the validity, legality, and enforceability of the remaining provisions in these Rules shall not be affected and they shall remain valid.