



RULES FOR ACCESS
OF
EXTERNAL USERS
TO
RESEARCH INFRASTRUCTURE AND EQUIPMENT
OF
INFRASTRUCTURE FOR SUSTAINABLE DEVELOPMENT OF MARINE RESEARCH INCLUDING THE
PARTICIPATION OF BULGARIA IN THE EUROPEAN INFRASTRUCTURE EURO-ARGO
MASRI

Art. 1 Introduction

1. The present Rules for Access of External Users to Research Infrastructure and Equipment of Infrastructure for Sustainable Development of Marine Research including the participation of Bulgaria in the European Infrastructure ERO-ARGO - *MASRI* (part of the NRRI adopted by a decision No 354 of 29 June 2017 of the Council of Ministers of Bulgaria), hereinafter referred to as the *Rules*, are in accordance with the national legislation, international agreements, Horizon 2020 recommendations, the guidelines and principles set out in the European Charter for Access to Research Infrastructures (2016), especially, but not only in areas such as intellectual property rights, confidentiality, ethical rules, security and protection.
2. *MASRI* is a marine research infrastructure that consists of four thematically integrated scientific modules, each of which is a functionally distinct part of the research infrastructure and includes separate elements (hereinafter referred to as *components*) physically allocated to different scientific organizations in the area of the city of Varna. The modules include: scientific equipment, facilities, databases, specialized research laboratories and centers connected in a computer network and necessary to the scientific community to conduct advanced, high quality and competitive research, training, transfer, exchange and protection of scientific knowledge.
3. These *Rules* provide the general framework of *MASRI* policy for access to its research infrastructure. The specialized *components* in *MASRI* may impose additional conditions for external users to access their equipment according to its specificity.
4. *MASRI* offers access to the resources of its research infrastructure to users from academia, businesses, public institutions and individuals (hereinafter referred to as *User*).
5. *The users* of external organizations pay at market prices the services and access to the specialized infrastructure of *MASRI* in order to achieve financial sustainability of the research infrastructure. The payment of services and access to specialized equipment is based on a price list developed for the specific type of instrumentation, equipment and facilities.



6. *The user* of the research infrastructure needs to abide to the standard codes of ethical conduct in scientific research.
7. *MASRI* supports, where possible, the policy of free access to publications and data, especially those aimed at publicity.

Art.2 Access to the research infrastructure of *MASRI*

1. *MASRI* provides access to its *components* to external *Users* for the following purposes: conducting research, service and expert analysis, services and training.
2. *MASRI* provides the following basic forms of use of the research infrastructure by external *Users*:
 - *joint projects and studies of external Users with MASRI partner organizations;*
 - *implementation of specific analyzes and activities such as equipment maintenance services for R & D organizations and companies for the execution of their projects in which MASRI partner organizations do not participate;*
 - *training and demonstration activities involving participants from outside scientific organizations for the purpose of specialized training on the use of research equipment, tools and facilities, as well as new experimental techniques;*
 - *expert activities for state institutions.*
3. Depending on the specific case under it. 2, access to *MASRI components* is based on scientific proposals (projects), a request or a contract for service analysis or training. A written agreement is binding between the Scientific Organization that manages the specific *component* of *MASRI* and the *User*, where they are referred to as the *Parties*.
4. Where access to facilities is based on scientific projects, proposals submitted shall be evaluated by commissions consisting of *MASRI* scientists with expertise in the relevant field and the criteria for approving the proposals shall be scientific achievements, technical feasibility and available resources in the laboratory. In its work the designated commission shall apply the principles of transparency, fairness and impartiality.
5. In the event that a request for access under it. 2, or parts of it, is financed by a commercial company or institution, the *User* is obliged to inform *MASRI* about the details of their agreement with the respective company or institution. *MASRI* and the *User* together decide on each individual case whether an additional agreement is required beyond the present *Rules*.
6. The *User* shall ensure that all research activities are conducted exclusively for peaceful purposes and in accordance with generally accepted rules of good scientific practice.
7. *MASRI* widely promotes, including on the Research Infrastructure website, the accessibility of the infrastructure and the current access *Rules*.

Art.3 Use of the research infrastructure and *Contact Person*

1. Once the access proposal has been accepted, an access schedule is issued and an executive *Contact Person* (scientist of the component staff) to the project is appointed. For the efficient and successful use of component resources, the *User* is invited to discuss the preparation of his/her research with the *Contact Person* prior to the scheduled research.
2. *Contact Person*:



- provides support for the technical planning of the scientific research;
 - ensures that the equipment is properly set up to perform the research;
 - provides appropriate training and guidance to enable the *User* to work efficiently and safely with the equipment;
 - assists the *User* in matters concerning the work environment and helps him/her with the installation of the equipment.
3. The *User* must ensure that a sufficient number of specialists are involved in the research so as to guarantee its safe and efficient performance throughout the planned period of access.

Art.4 Creation of a schedule

1. *MASRI* informs the *User* in a timely manner about the evaluation of his/her proposal and the access time granted. The schedule for access to the *component* is sent to the *User* by e-mail. *MASRI* retains the full right on timing and distribution of the schedule for access to the *components* of the research infrastructure.
2. The *User* is required to notify *MASRI* as soon as possible if, for any reason, he/she cannot carry out his/her research at the designated time.

Art.5 Obligation of confidentiality

1. In connection with the access to the research infrastructure, it may be appropriate and necessary for the *Parties* to gain access to certain technical and scientific information and materials of the other *Party*, hereinafter referred to as *Information*. The *Parties* will consider as confidential each and all *Information* that has already been or will be made available to them or which they acquire within the framework of the ongoing research in *MASRI*.
2. The *Parties* undertake to maintain the confidentiality and security of the *Information* belonging to the other *Party*. Each *Party* shall continue to own all intellectual property rights pertaining to its own technology throughout the use of the facilities provided. The *Parties* undertake not to disclose this information to third parties under any circumstances unless a further written agreement between the *Parties* has been previously signed.
3. The confidentiality obligation described above does not apply to any information that:
 - it can be proved that it was in the public domain or is publicly known and easily accessible, or
 - it can be proved that it was in the possession of, or was readily accessible to, the other *Party* or its subsidiary organizations that had received the information from another source prior to its disclosure, or
 - it becomes part of the public domain or has become publicly known by publication or otherwise, not because of any unauthorized action of the other *Party*, or
 - is required to be disclosed by law or governmental order provided that the other *Party* has given notice within a reasonable time for such required disclosure.



Art.6 Ownership and materials

1. After consulting the *Contact Person*, the *User* may be allowed to provide equipment, tools, outfit, test equipment, or materials necessary to conduct his/her research in the *component*. Such items remain the property of the *User* and must comply with the safety rules of *MASRI*. Unless the *Parties* agree otherwise, all such property - provided by the *User* or the additional equipment and tools necessary for carrying out the scientific research and provided by the *User* - must be removed by the *component User* immediately after completion of the research, not later than seven days, from the premises of *MASRI* or be discarded by the *User* for his account, unless otherwise agreed. Samples and consumables brought or sent to *MASRI* must be collected by the *User* or disposed of in accordance with the safety rules. Heavy equipment must be delivered and stowed in standard working hours.
2. The *User* must provide *MASRI* with all information about the materials needed to conduct the research. In particular, the *User* must prepare and declare a list of all chemicals, lasers, radioactive substances, biological specimens, apparatuses, etc. at least four weeks before arriving at *MASRI*. These chemicals, lasers, radioactive substances, biological specimens, apparatuses, etc. imported into *MASRI* must be identical to those mentioned in the list provided. All changes should be approved by *MASRI* prior to conducting the scientific research.
3. Upon completion of the research, the *User* shall restore all equipment used and facilities of the *component* to the state in which they were at the time of arrival.
4. *MASRI* is not responsible for the *User* property in *MASRI*, except in cases of loss or damage caused intentionally or because of gross negligence on the part of *MASRI* or its employees.

Art.7 Intellectual Property

1. Each *Party* is and remains the owner of any know-how and intellectual property acquired or created by it prior to the conduct of the scientific research agreed on the basis of these *Rules*.
2. The rights to any and all work results (including but not limited to know-how, development of reports, proposals, ideas, projects, designs, specimens, models, etc.) achieved by the *User* in the framework of scientific research, conducted in *MASRI* and agreed under these *Rules* are owned by the *User* who grants *MASRI* a non-exclusive and non-transferable right to free use for its own research and commercial purposes.
3. In the case of joint inventions during the conduct of the research and when the two *Parties* cannot divide the shares according to the regulations of the countries, these issues are solved on a case-by-case basis. However, the *User* grants *MASRI* at least a non-exclusive right of free use for its own research and commercial purposes on a case-by-case basis.

Art.8 Publishing

1. In accordance with the principle of ensuring free access to information, the *User* should endeavor to publish the results of his/her research according to these *Rules* in scientific journals with peer-reviewed publications.



2. *Users* and scientists from *MASRI* who wish to collaborate on topics related to the research should conclude relevant agreements, including co-authorship of *MASRI* in a publication, prior to the start of the research.
3. In the case of publication, the *User* must acknowledge the support of *MASRI* and its staff or any other support in all published materials (including conferences and press releases) resulting from the work done fully or partially in *MASRI* with the following message: "Parts of the research were conducted in the distributed research infrastructure *MASRI*. We would like to thank (staff names if they are not co-authors) for the assistance in using the facility." Technical aspects related to the scientific facility must be specified with *MASRI* staff prior to publication.
4. The *User* undertakes to notify *MASRI* about the title, authors, and full list of citations of each scientific publication resulting from the use of *MASRI* facilities and send this information to the online *MASRI* database.
5. The *User* must submit his/her Report on the use of *MASRI* component within three months after the end of the scientific research. The timely submission of this report will be taken into account for future access applications.

Art.9 Staff Relations

1. The *User's* staff remains the staff of the *User* throughout the conduct of the research and can not be considered as *MASRI* personnel for whatever reason.
2. The *User* is required to have adequate health insurance and accident insurance for all his / her stay in *MASRI* facility. These insurances must cover all possible accidents while the *User* carries out research under the *Rules*. *MASRI* is not responsible if the *User* is not insured.

Art.10 Access requirements

1. Access to the *components* of *MASRI* is permitted in accordance with the *Rules* of *MASRI*. *MASRI* access systems require collection and processing of personal identification data. As a prerequisite for the use of *MASRI's* research facilities, the employees of the *User* and the persons acting on his/her behalf are required to complete all access documents and meet all *MASRI* requirements. *MASRI* guarantees that it will not collect or process the *User's* personal data for other purposes.
2. The employees of the *User* and the persons acting on his/her behalf must undergo the necessary safety training and be familiar with all necessary instructions before starting the research work.
3. The employees of the *User* and the persons acting on his/her behalf are under the supervision and control of *MASRI* and comply with all *MASRI* rules regarding access to and use of *MASRI components*, including, but not limited to, the safety, exploitation and health, physical procedures, environmental protection, access to information, cybersecurity, behavior and the specific requirements of the research facilities. *MASRI* reserves the right to suspend the access to its *components* if the *User* or the persons acting on his/her behalf do not use them in a safe manner or do not comply with the specified rules and requirements or other *MASRI* instructions.



4. The *User* is obliged to strictly execute *MASRI* emergency instructions. This also includes the fact that the *User* has no right to call the emergency services, but must contact *MASRI* Accident Technical Service to coordinate the necessary steps.

Art.11 Guarantees and liabilities

1. *Masri* does not guarantee the conditions of the *components* described by these *Rules*. In addition, *MASRI* does not provide a guarantee:
 - in respect of research or intellectual property, generated information or product developed within the framework of these *Rules*;
 - for the ownership, merchantability or suitability for a particular purpose of the research or the resulting product;
 - that the goods, services, materials, products, processes, information or data obtained under these *Rules* will achieve the desired results or are safe for any purpose, including as intended;
 - that one of the above will not interfere with the private property rights of third parties.
2. Except in cases of gross negligence or intentional violation, or as may result from the application of Art. 5 and Art. 7 of these *Rules*, *MASRI* shall not be liable for any loss or damages in connection with the research. It is understandable, however, that except as it may result from the application of Art. 5 and Art. 7 of these *Rules*, *MASRI* shall not be liable for any direct or indirect loss or damage to the *User* due to the use of scientific facilities, research or derived products, intellectual property or created information.
3. The *User* is obliged to notify *MASRI* for any damage to the equipment caused by his employees or persons acting on his/her behalf.
4. If necessary technical maintenance, emergency work or operational errors of the *component* lead to a delay in the research, partial or complete loss of access time, *MASRI* will try to provide additional time for access to the research facilities for the affected *Users*. However, claims for damages against *MASRI* are not allowed and considered.

Art. 12 Force majeure circumstances

Neither *Party* shall be liable for delay in performance or failure to perform its obligations under these *Rules* if such delay or non-performance is due to natural disasters or any other event beyond the control of the parties including, but not limited to, fire, explosion, natural disasters, illness, war, rebellion, civil unrest, protests, government actions, interruption of power supply or water supply, provided that the *party* that is unable to work returns to its operations as soon as possible after the end of the event that caused a delay or non-performance.

Art.13 Disagreements

In case of disagreement, the two *parties* should seek to resolve their differences by mutual agreement. In case of permanent disagreement, the dispute shall be resolved by the respective courts in Varna.



Art.14 Final provisions

1. Changes and / or additions to these *Rules* after signing an agreement must be negotiated in writing and signed by both *parties*. This also applies to amending the forms.
2. The present *Rules* are based and built 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 totally or partially invalid, unlawful or unenforceable under any applicable law, the validity, legality, and applicability of the other provisions in these *Rules* shall not be affected and they remain valid.
4. The current *rules* were adopted at a meeting of the Management Board of *MASRI* held on 15.02.2019.