

KIT Synchrotron Terms of Use

1.

KIT permits the user to use the beamline at the KIT synchrotron radiation facility free of charge for the purpose of scientific work.

2. Duration

Permission to use the beamline expires after the end of the beamtime agreed with the User Coordination Office.

3. Safety, Radiation Protection

The user must comply with the radiation protection and general safety rules as set out in the instructions for work at the KIT Synchrotron. The instructions of KIT staff must be complied with. When handling hazardous substances or operating the user's own experimental equipment, Synchrotron's accident prevention regulations must be observed.

4. Warranty, Liability

The user will perform the experiments expertly and conscientiously, taking into account the current state of the art in science and technology. Claims by the user against KIT for damage to property or financial loss are excluded, unless they are based on malicious acts or culpable negligence on the part of KIT employees. Claims by the user against the KIT due to accelerator or beamline failures are excluded. The user does not have the right to a transfer of beamtime to a subsequent beamtime period.

5. Confidentiality

The user will respect the confidentiality of all information that becomes known to him during the implementation of this Agreement, whether the information belongs to KIT or to other users of the facility. Dissemination of confidential information and items to third parties requires prior written consent of KIT.

The obligation of confidentiality does not apply to information and articles that are provably:

- in the public domain through publication or similar means
- entering the public domain through no fault of the user
- given to the user by third parties without obligation of confidentiality
- previously known to the user
- the result of work by the user's employees or colleagues, provided these had
- no access to the information The obligation of confidentiality expires five years
- after termination of this Agreement.

The user will also take the reasonable measures with respect to their employees and colleagues in order to protect the confidentiality of information and articles under these rules.

6. Publication

The results of the experiments must be published in relevant journals and/or at professional conferences and in addition in the KIT Synchrotron Annual Report. Publications containing or concerning confidential information and articles as defined in section 5 of this agreement require prior written consent of KIT.

In all such publications, presentations or other communications to the general public concerning this agreement, the cooperation with Synchrotron and KIT must be acknowledged in an appropriate manner. A template for the text of such acknowledgements is provided on the IBPT website.

Experiments whose results are not intended for publication are not permitted.

Commercial or other confidential measurements must be contracted with Service for Enterprises at IBPT even if only brief access to beamtime for this purpose is required during the course of regular scientific access.

7. Legal Validity

The parties recognize this agreement as binding. It can be canceled with 3 months notice. The right to cancel for good cause remains unaffected. The cancellation must be in written form.

The parties will endeavor to resolve all disputes or conflicts arising from the realization of this agreement without recourse to the courts. If an amicable agreement cannot be achieved, the ordinary courts of law have jurisdiction over disputes.

German substantive and procedural law will apply. The place of jurisdiction for both parties is Karlsruhe.

If any provision of this agreement is or becomes invalid, this does not affect the validity of the other provisions of this agreement or the agreement in its entirety. The partners will jointly try to agree on a new valid provision coming as close as possible to the result of the ineffective provision to be replaced.

The English text of the Terms of Use is a non-legally binding translation of the original German text, provided for the convenience of users. Only the German text is legally binding. In case of any inconsistencies, the German text will prevail over the English text.