**Priloga 3 k Politiki odprtega dostopa do raziskovalne infrastrukture Fakultete za logistiko Univerze v Mariboru**

**Agreement on the use of UM research equipment**

concluded and agreed between the Contractual Parties:

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (UM name and address),** represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title, name, surname, function); registration number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, VAT identification number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: owner)
2. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (faculty name and address,** represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title, name, surname, function); registration number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, VAT identification number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, transaction account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: manager)

**and**

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and surname of the researcher or name and address of the legal entity or organisation)** (hereinafter: user)

as follows:

1. **PRELIMINARY PROVISIONS**

**Article 1**

The Contractual Parties initially note that:

* the University of Maribor is the owner of the research equipment \_\_\_\_\_\_\_\_\_\_\_ (*enter the full name of equipment, inv. No. and serial No.*; hereinafter: equipment), obtained within the project \_\_\_\_\_\_\_\_\_\_\_ (*enter the full name of the project*);
* the equipment is located at \_\_\_\_\_\_\_\_\_\_\_\_ (*enter the name and address of the faculty*), which manages the equipment as a member of the University of Maribor;
* the equipment was purchased for the purposes of implementing the project \_\_\_\_\_\_\_\_\_\_ (*enter the full name of the project*) and co-financed with EU and RS funds based on Contract No. (hereinafter: Contract);
* the research equipment is used on the basis and in accordance with the following regulations and requirements – European Commission, Communication from the Commission, Criteria for the analysis of the compatibility with the internal market of State aid to promote the execution of important projects of common European interest (2014/C 188/02); Commission Regulation (EC) No 800/2008 of 6 August 2008 declaring certain categories of aid compatible with the common market in application of Articles 87 and 88 of the Treaty (General block exemption Regulation) (Text with EEA relevance); Communications from European Union institutions, bodies, offices and agencies, European Commission, Communication from the Commission, Framework for State aid for research and development and innovation (2014/C 198/01); Programme for promoting R&D of the Ministry of Education, Science and Sport in the field of science 2016-2020; Methodology for following economic and non-economic activity within infrastructure operations of MIZŠ; European Charter for Access to Research Infrastructures (European Commission, 2016); Policy of open access to RI UM (<https://www.um.si/projekti/znanstveno-raziskovalna-oprema/Strani/Odprti-dostop.aspx>);
* the University of Maribor with its members is obliged to comply with the above-cited regulations;
* in line with the provisions of the public call \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter the full name*), the University of Maribor must offer all equipment to all potential users under the same conditions;
* this Agreement is concluded in order to comply with the provisions of the public call and the Contract and that as equipment owner, the University of Maribor is obliged to report to the funder on the equipment and other results of the operation in the period \_\_\_\_\_\_\_\_\_\_\_ (*enter the period from to*);
* with this Agreement they will set out mutual rights and obligations regarding the use of available RI UM in case of market orientation of research, which provides for the payment of an access fee.

1. **SUBJECT-MATTER OF THE AGREEMENT**

**Article 2**

Subject-matter of the Agreement is the regulation of the terms of use for the equipment \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*enter the full name of the equipment*), which is owned by the University of Maribor and managed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter the full name of the UM faculty and research entity*), and all mutual relationships related to the use of this equipment.

**Article 3**

Equipment, referred to in the first paragraph of Article 2 is located at \_\_\_\_\_\_\_\_\_\_\_ (*enter the street, house number, postal code, town and room*).

1. **EQUIPMENT USAGE PRICE**

**Article 4**

The price for using the equipment is set based on the price list \_\_\_\_\_\_\_\_\_\_\_ (*enter the full title of the faculty’s price list for the equipment under consideration*) of the UM faculty managing the equipment, and which is attached to and an integral part of this Agreement.

The manager shall charge the costs of using the equipment to the user based on the actual usage of equipment and in accordance with the Price list for the commercial use of equipment of the University of Maribor. The price for using the equipment amounts to \_\_\_\_\_\_\_ (*enter the total amount incl. VAT in EUR)* including VAT.

1. **EQUIPMENT RESERVATION AND USAGE**

**Article 5**

The manager is obliged to ensure the accessibility of equipment for all interested researchers under the same conditions, as determined by applicable legislation or binding instructions of the funder.

The manager is obliged to facilitate the use of the service enabled by research equipment for all users in time slots booked through the reservation system.

The Contractual Parties agree on the reservation and use of available equipment in the case of \_\_\_\_\_\_\_\_\_ (*determine whether it is a market-oriented research or technical or scientific solution achieved by accessing the equipment)*, which provides for the payment of an access fee.

Upon making a reservation for the equipment, the researcher must state the following data: name of the research/project, project code, ARRS code or No. of operation for ESF, ERDF, programme, call and funder of the research/project as well as the researcher’s employer.

The Contractual Parties agree that the user shall use the equipment \_\_\_\_\_\_\_\_\_\_\_\_ (*enter the period from-to*) at UM location (*enter the street, house number, postal code, town and room*).

The user shall use the equipment in the presence of the equipment keeper *(mandatory writing in case of an inexperienced user, otherwise delete*).

The user states that it is trained to use the equipment and aware of the manager’s instructions for equipment usage which form an attachment and an integral part of this Agreement. The user shall be using the equipment at its own risk. The owner and manager shall not be responsible for equipment usage.

1. **OBLIGATIONS OF CONTRACTUAL PARTIES**

**Article 6**

The owner and manager shall ensure that the equipment is in impeccable condition and that it enables conducting research. The equipment may be used only by the user with an equipment reservation confirmed by the keeper of the BRiUM web application.

After use, the user shall be obliged to return the equipment in the condition in which it was taken into use. If during use, the equipment shall need a repair or the need for subsequent calibration shall arise, the user shall undertake to immediately inform the equipment keeper thereof and to not make repairs, calibrate or replace parts by itself.

The user shall be obliged to compensate for the damage caused to the equipment, if this is the result of negligent or unscrupulous handling of the equipment by the user or a third party.

The user agrees that it shall settle all costs caused by the damage of equipment or equipment parts according to the applicable \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter the applicable regulation, price list, rules, instruction, etc. of the UM faculty)*.

Within 14 days after using the equipment, the user shall submit all required documents in the BRiUM web application, in line with the manager’s instructions for using the equipment.

The user is aware that the co-funder may require from the owner additional evidence or documents on using the equipment, which the user must be sending to the owner for another 10 years after using the equipment.

1. **DURATION**

**Article 7**

The Agreement shall be valid for the period from equipment reservation to the submission of the required documents, in accordance with the manager’s instructions for using the equipment.

1. **REPRESENTATIVE OF CONTRACTUAL PARTIES**

**Article 8**

The equipment keeper and trustee of this Agreement as well as the contact person on the side of the owner and manager is \_\_\_\_\_\_\_\_\_\_\_\_ (*enter the name and surname, e-mail*).

The trustee of the Agreement and contact person on the side of the user is \_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter the name and surname, e-mail*).

1. **ANTI-CORRUPTION CLAUSE**

**Article 9**

Any contract with regard to which a person on behalf or for the account of another contractual party promises, offers, or gives a prohibited benefit to a representative or agent of a public-sector body or organisation for the purpose of:

– the acquisition of a business or

– the conclusion of a business contract under more favourable terms or

– the discontinuation of due supervision of the performance of contractual obligations or

– any other act or omission by which the body or organization from the public sector suffers damage or where undue advantage is provided to a representative of an authority, the intermediary of an authority or public sector organizations, the other contractual party or its representative, agent, broker;

shall be deemed void.

1. **SETTLEMENT OF DISPUTES**

**Article 10**

The Contractual Parties undertake to do everything necessary for the performance of the Agreement and to exercise due diligence. Any disputes shall be settled by mutual agreement between the Contractual Parties. If the dispute cannot be resolved by mutual agreement, the Contractual Parties will try to resolve it through mediation, otherwise, either Contractual Party may bring the matter before the competent court.

1. **FINAL PROVISIONS**

**Article 11**

This Agreement is concluded and enters into force on the day of being signed by both Contractual Parties.

The Agreement is drawn up and signed in three (3) identical copies, of which the owner and manager shall each receive one copy and the user one (1) copy.

All amendments and additions shall be concluded by an annex in writing.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Owner: | User: |
| University of Maribor  Rector, |  |
|  |  |
| Manager:  UM faculty  Dean, |  |

Attachments:

* Instructions (*enter the full title of the manager’s instruction regarding the conditions for the use of equipment*);
* Price list (*enter the full title of the faculty’s price list for the equipment under consideration*).