

REGULATIONS FOR CORE FACILITY LABORATORIES

§ 1 Definitions

For these Regulations the following definitions are introduced:

1. **Contractor** – Core facility laboratory operating within the structure of the Medical University of Gdańsk.
2. **Principal** – An organisational unit of the Medical University of Gdańsk or an external entity, for which the Contractor renders services.
3. **Parties** – This term should be understood as the Contractor and the Ordering Party.
4. **University** – This is to be understood as the Medical University of Gdańsk (MUG).
5. **Organisational Unit** – This is a unit of MUG which has an established core facility laboratory.
6. **Laboratory** – A core facility laboratory in which the research infrastructure usage model is based on the principles of universal access, optimization of investment expenditures, and maintenance, while maintaining the highest standards for research implementation by highly qualified research staff. More than one research infrastructure core facility may operate within a core facility Laboratory.
7. **Research infrastructure core facility** – All elements, including movables and real estate, intended for conducting research and development, which are classified as fixed assets and entered in appropriate records. Research infrastructure does not include computer equipment and other devices not used directly for research and development.
8. **Infrastructure Administrator** – The head of MUG's organisational unit, who oversees the research infrastructure, as well as one other person authorised by the Contractor to manage the research infrastructure
9. **Infrastructure supervisor** – A person designated by the head of MUG's organisational unit to supervise the efficiency of the use and maintenance of the research infrastructure. This person will have the requisite qualifications and authorisations to use the research infrastructure.
10. **Infrastructure user** – A person using the research infrastructure core facility.
11. **External entity** – a natural person, legal person, or organisational unit without legal personality that is not a part of MUG's internal organisational structure.
12. **Detailed laboratory regulations** – if the research infrastructure core facility requires it, the Infrastructure Supervisor may establish detailed regulations specifying the rules for the use of a given laboratory core facility.

§ 2 Laboratory

1. The laboratory enables the realization of research and development projects/tasks by units of the MUG and external entities.
2. The laboratory is used for performing standard researches and experiments for individual projects, according to the instructions of the ordering party, both as a service and as a collaborative endeavor in research tasks.
3. The laboratory shall provide expert services and consultancy in the capacity of support unit for scientists and research teams whose own laboratory capabilities are inadequate for such investigations.
4. The requirements for the establishment of the Laboratory are as follows:
 - a. Laboratory space with core facility research infrastructure and technical and support services,
 - b. Established mode of functioning of the core facility determined by the detailed rules, together with the price list. There can be different processes for usage, depending on the specificity of the core facility—from providing access through substantive support to the full analysis of results.

§ 3

General principles of the service

1. These Regulations apply to the following categories of entities:
 - 1.1. Employees of the Contractor using the Contractor's research infrastructure as part of their research and development work;
 - 1.2. Doctoral students and students conducting research or other scientific activities using the Contractor's research infrastructure;
 - 1.3. Other Entities, including External Entities, which, based on a service order submitted to the Contractor, use the proposed service with the use of the Contractor's research infrastructure.
2. These Regulations shall apply in situations that involve the performance of any service which used the contractor's research infrastructure.
3. The use of the service provided by the Contractor shall follow the generally applicable provisions of law, these Regulations, and the Detailed Regulations.
4. Provision of the service shall depend on the appropriate order placed by the Principal – for the order form, see attachment no. 1.
5. The use of certain categories of research infrastructure, particularly those financed from external resources, including those from the budget of the European Union, shall only be possible after prior analysis of the possibility of commercial use of the infrastructure in light of contracts and specific provisions binding on the Contractor.
6. The Contractor shall ensure equal access to the service for all potential customers. In the event of high interest in the use of a given core facility, the order of research implementation shall be determined by the infrastructure maintainer and the chronological order of requests.
7. Each user of the research infrastructure shall be obliged to familiarise himself with the instruction manual for the use of such infrastructure and to strictly observe occupational health and safety and fire regulations, following all relevant and applicable rules and regulations.

§ 4

Rules of using the service and fees

1. The provision of the service to clients that are external entities is chargeable.
2. The service using research infrastructure is provided for scientific research and research and development purposes, according to the principles set out in these Regulations.
3. The price list, which is a separate document, lists the details of the fee and services that can be availed at the research infrastructure.
4. The use of the services offered by the research infrastructure core facility and the charges for these services are in accordance with MUG's principles of financial management..
5. In the case of MUG's internal entities, the Contractor shall issue an appropriate document detailing the accounts. Note that there is no VAT.
6. In case the service is provided to external entities against payment:
 - 6.1 The University will issue an appropriate accounting document (invoice) with VAT.

§ 5

Contractor's rights and obligations

1. The Infrastructure Administrator, after obtaining the opinion of the Infrastructure Supervisor, has the right to refuse to perform the service if it is inconsistent with applicable laws, the Rules for the performance of services, or there is a need for access to the research infrastructure resulting from the nature of the duties carried out at the University.

§ 6

Liability

1. Notwithstanding other rights under applicable laws, the Parties shall not bear the consequences of partial or complete failure to perform their obligations under the order, caused by force majeure, which is understood as all events that cannot be foreseen at the time of placing the order, cannot be prevented, and over which neither Party has influence, such as war, internal unrest, acts of terror, industrial disasters, strikes, floods, fires, earthquakes, pandemics, and other natural disasters.
2. The Party that cannot to perform its obligations due to force majeure shall be obliged to immediately notify the other Party of this fact, as well as to present, upon request from the other Party, credible evidence of the above circumstances.
3. Immediately after the cessation of force majeure the Parties shall establish new conditions for the performance of the service, including, in particular, the postponement of the date of the provision of service.
4. The Infrastructure Manager shall be responsible for the management and supervision of all personnel involved in the performance of the service.

§ 7

Intellectual property

1. The results of the tests and all rights to the results arising during the performance of services by the core facility Laboratory are owned exclusively by:
 - 1.1. The Ordering Parties who are External Entities, unless the concluded agreements concerning the realization of the service state otherwise;
 - 1.2. The Medical University of Gdańsk, if the Ordering Parties are organisational units of the Medical University of Gdańsk unless the provisions of the concluded agreements concerning financing the research provide otherwise;
 - 1.3. Doctoral students and undergraduates conducting research or other scientific activities using the Contractor's research infrastructure, unless a contract is concluded on the transfer of rights, which constitutes Appendix No. 1 to the Regulations of copyright, related rights, and industrial property rights management and principles of commercialization at the Medical University of Gdańsk.

§ 8

Final provisions

1. The Regulations shall come into force upon signing.
2. The terms and conditions proposed by the Principal, which are different from those defined in these Regulations, should be subject to additional negotiations between the Parties, and need to be approved by the Contractor and included in an annex to the assignment.