**Application for Rapid Access Allocation**

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| **Section A: Administrative details**  Title:      Given Name/Initials:       Family Name:   |  | | --- | |  |   Institution and Address (inc. postcode):  Email:  Tel:  I confirm I am eligible for EPSRC funding  I accept the terms and conditions of use:  Signed: Date: |
| **Section B: Project and Sample Details**  Project Title:  Allocation requested (please give number next to type of collection required):  Data Collection Only:       Full Structure Analysis:  Types of sample likely (please tick all that apply)  Radioactive:  Biological hazard:  Air Sensitive:  Light Sensitive:  Temperature Sensitive:  Solvent Sensitive: |

Once complete please email to [info@ncs.ac.uk](mailto:info@ncs.ac.uk)

**Terms and Conditions**

1. I understand that the UK National Crystallography Service (herein after "NCS") is located in and administered by the School of Chemistry at The University of Southampton. The NCS collects and works up single crystal diffraction data for users. This data can be sent out in various forms, from the initially integrated data up to the fully solved structure. The NCS has recourse to send particularly demanding samples to Diamond Light Source Ltd (DLS).

2. The NCS is governed by its Strategy and Allocations Panel (SAP) which monitors service provision and regulates access. The SAP decision in these matters is final.

3. I understand and accept that to access the service I need to sign the relevant section on the application form and in so doing agree to be bound by these terms and conditions as a user ("User");

4. I accept all the following terms and conditions as set out currently in clauses (5) to (16) inclusive and that these may be changed from time to time by NCS at its sole discretion to reflect the requirements of the funder(s) and operator(s) and for the good operation of the NCS. The terms and conditions that shall apply to any User are as follows:

5. Only User(s) are allowed to access and use the service. The User shall keep secure the User login and/or passwords and shall not disclose these to any other person.

6. The User shall use the service solely for non‐commercial purposes. The term "non‐commercial", as used in this Agreement, means academic or other not‐for profit scholarly research.

7. The User acknowledges that the NCS will use its judgement in the analysis of samples and may limit the number of repeat data sets against a single sample should the knowledge and experience of the NCS suggest that repeating of the collection process will not improve the quality of data.

8. Personal and Project Information

a. Proposal information will be shared with external experts to review your application.

b. Proposal information will be stored by the service in accordance with its data policy, regardless of outcome.

c. The user name and address will be held on computer mailing lists in the NCS and at EPSRC. As required by the Data Protection Act 2018 you as the user are hereby notified of this fact.

The act requires your consent to your name and address being so held. By signing the relevant section

on the application form you are giving your consent. You can email [info@ncs.ac.uk](mailto:info@ncs.ac.uk) if you would like to withdraw your consent and be taken off one or more of the mailing lists described above.

d. The NCS and the User each acknowledges that they are subject to legislation concerning access to information they hold including the Freedom of Information Act 2000 and any code of practice issued thereunder and the Environmental Information Regulations 2004. For reference to the University’s Data Protection and Freedom of Information policies, please see link:  <https://www.southampton.ac.uk/about/governance/freedom-of-information.page>

9. Health and Safety

a. You and your personnel will comply with NCS health and safety rules, policies and procedures and you will be responsible for ensuring such compliance.

b. You and your personnel will be responsible for complying with relevant external parties’ health and safety rules, policies and procedures and you will be responsible for ensuring such compliance. This includes Royal Mail, Parcelforce or other couriers.

c. The NCS and DLS reserve the right to withdraw access to NCS Facilities if you or your personnel do not use the NCS Facilities in a safe manner or do not comply with health and safety policies or other reasonable instructions of the NCS.

10. Reports and publications

a. You will acknowledge NCS and any of its personnel in any published material that results from your use of NCS Facilities. This will be done by citing the NCS Chemical Science article (Coles, S.J. and Gale, P.A., Changing and Challenging Times for Service Crystallography, Chem. Sci., 2012, 3 (3), 683-689.) along with the standard acknowledgement text provided by the service and/or by including service personnel as co‐authors depending on the service provided. Additional information is available from the service on request.

b. You will notify the NCS of the title, authors & date of any scientific publications or papers published as a result of your use of the NCS facility.

c. You will forward a copy of the final author’s version (post revisions pre journal formatting) of any scientific publications or papers resulting from use of the service to the service for inclusion on institutional repository

d. You will notify the NCS if you plan to publish any materials e.g. general report, press releases etc. that result from your use of the NCS prior to the material being published and allow time for the NCS to review such material and give its prior permission to publish such material if reasonably requested by

NCS.

e. Where appropriate you will also acknowledge use of Diamond Light Source.

f. You accept that future NCS usage may be affected if you do not comply with section 10.

11. Intellectual property

a. All intellectual property (including copyrights, design rights, patents and trademarks and all other similar or other monopoly or property rights whether registrable or not ("IP") originating with either party prior to the commencement of use of NCS Facilities ("Background IP") shall remain the property of the party introducing such Background IP. Both parties award each other a non‐exclusive license to use the others background in order for the NCS to provide the service to the User.

b. Subject to Clause 11.c, the NCS shall make no claim to any Intellectual Property arising from any research utilising the Service.

c. If the NCS develops a particular technique or technology in the course of delivering the Services then the NCS shall have the right to apply for protection of Intellectual Property in such technique or technology.

12. Limitation of Liabilities

a. Neither the NCS, EPSRC nor University of Southampton accept liability for any loss or damage to your property, patents, copyrights, trademarks or other rights.

b. In no event shall the NCS or EPSRC or University of Southampton be liable for any special, incidental, direct, indirect or consequential damages with respect to any such claim by User or any third party on account of or arising from use of the service, including, but not limited to, loss of goodwill, lost profits, data loss, business disruption or computer failure;

c. For the avoidance of doubt, the NCS will have no liability under or otherwise in connection with this

Agreement save for liability for intentional wrongdoing or the statutory liability in respect of death or personal injury caused to any person as a result of negligence by the NCS..

13. Compliance with laws and licences

a. You and your personnel must at all times comply with all applicable laws, regulations, and guidelines and in addition you and your personnel must comply with the NCS site policy and all other NCS policies as notified to you.

14. Force Majeure

a. The NCS shall not be liable in any way for any loss, damage or delay consequent upon any circumstances beyond its reasonable control.

15. Governing law and jurisdiction

a. These terms and conditions shall be governed by the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

16. Termination of Projects

a. You will submit to NCS the experimental report generated as a result of your use of NCS Facilities no later than three months after your allocated time at the NCS Facilities. This is at the end of the final project if projects are held in consecutive allocation periods.

b. Upon completion of research using the service the User shall cease to have access and use of the service but all provisions of the above terms and conditions which in order to give full effect to their meanings need to continue in effect shall do so, including without limitation the provisions of Clauses

1‐16.