

Management Manual Doc # :		01.04.03	Version	8.1
Creation:	V. Mozzetti	Date :	30.11.2021	
Last adaptation:	V. Mozzetti	Date :	24.01.2022	
Approval :	Executive board	Date :	10.02.2022	

VMR

Agreement for employees and students from UniFR and external guests working on their own projects

This Agreement applies to third parties that work on their own project at AMI and who need access to AMI on a regular basis because of regular use of AMI infrastructure.

Third parties shall include, without limitation, employees from UniFR who are not employed at AMI, students of UniFR or external guests.

This “Agreement” is made by and between

.....
[First Name, Last Name, Address], (hereinafter referred to as "Guest")

and

University of Fribourg (UniFR), Avenue Europe 20, CH-1700 Fribourg, for the Adolphe Merkle Institute, Chemin des Verdiers 4, 1700 Fribourg (hereinafter referred to as “AMI”),

hereinafter also individually referred to as “Party” or collectively as “Parties”.

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Preamble

The Guest needs the following access *[please select]*:

- C - basement
- A - ground floor
- Standard (whole building)
- Special lab; please specify which one *[laboratory of]*

The Guest needs access to AMI on a regular basis because of use of AMI infrastructure *[please select]*:

- Zeiss LSM
- Leica LSM
- Confocal LSM
- Dynamic light scattering
- Scanning EM
- Transmission EM
- Atomic force microscopy
- Small angle X ray scattering
- Other:.....
- Other:

Please be aware that to use AMI infrastructure an introductory course is necessary and that the course and use of AMI infrastructure is involves charges (<https://instruments.am-institute.swiss/rates/>).

The Guest works on her/his own project (Project). During this Project, the Guest will be in close contact with other researchers, projects and project results. Other project performed at AMI might underlay some regulations concerning intellectual property and/or confidentiality.

This Agreement regulates the terms and conditions with respect to the work performed at AMI, the transfer of certain intellectual property rights and the obligations with respect to confidentiality. If the Guest wishes to collaborate with AMI employees another agreement regulating intellectual property, confidentiality, and publications is necessary.

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Health & Safety and working rules

The Host informs the Guest about all relevant security and working rules of AMI:

The Guest might work independently in a lab without permanent supervision of the Host, however the Guest will *[please select]*:

The guest will follow the mandatory safety training, as defined by the safety committee of AMI (AMI Safety Training), before accessing any laboratories.

OR

The Guest is relieved of following the AMI Safety Training because she/he has followed an equivalent safety training at the University of Fribourg. The Guest must still be at least familiar with the evacuation procedures in case of fire and read the management Document 04.01.01 "Health Safety and Environment Protection".

During the whole time of the work at AMI, the Guest commits himself/herself to follow the Health & Safety rules and any health and safety-related instructions or orders of the Host, Professors or any other authorized person.

Confidentiality

The Guest shall maintain confidential all information and knowledge of AMI to which he/she has might have access to during the duration of the Agreement.

Inventions

In the event, that there is no separate agreement between AMI and Guest, inventions generated solely by the Guest will be owned by the Guest and any joint-invention between Guest and AMI in connection with the work performed or executed at AMI, shall be jointly owned. Guest will coordinate with the Host and the technology transfer responsible of AMI any ownership and/or submission of joint patent applications or publications.

Publications

The Guest will own all copyrights to his/her texts and artwork.

The Guest must be able to publish the results obtained.

In case of AMI and Guest joint-ownership of intellectual property rights, Guest will coordinate with the Host any submission of publications. If guest uses the name(s) of AMI employees as co-authors on any publication, their explicit approval must be obtained.

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Liability and Insurance

In the event of willful misconduct and gross negligence, Guests will be liable for any damages caused to the AMI premises and equipment. In addition, Guests not employed at UniFR will make sure to have sufficient accident insurance.

The Project performed by Guest through the use of AMI infrastructure shall be at Guest sole risk. AMI does not extend any warranty as to the achievement of any results through the use of AMI infrastructure and shall bear no responsibility with respect to such results.

Term of the Agreement

This Agreement comes into effect with the last signature by both Parties and lasts for 2 years. AMI and Guest may withdraw from or terminate this Agreement by giving one (1) weeks prior written notice. The AMI will terminate this Agreement if:

- Guest uses a badge from another person or if Guest gives his / her badge to another person
- Guest enters AMI premises outside the official working hours (Monday to Friday between 7:00-19:00) without specific consent from Host
- Guest uses an instrument without proper training by the responsible Host
- Guest uses an instrument without booking it through the booking system (Iris)

Guest shall not by termination be relieved from any of its obligations under this Agreement.

Applicable law and place of jurisdiction

This Agreement shall be governed by the substantive Laws of Switzerland, without regard to its conflicts of law provisions. The place of jurisdiction shall be the city of Fribourg (Switzerland).

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile, electronically scanned signatures, or electronic signatures on this Agreement shall be binding on the Parties.

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IN WITNESS WHEREOF, the Parties have signed this Agreement.

AMI

By:
Title: Director of AMI
Place, Date:
Signature:

Guest

By:
Title:
Place, Date:
Signature:

For UniFR Guests the approval of their PI is necessary

By:
Title: Host
Place, Date:
Signature:

By:
Title:
Place, Date:
Signature: