

Terms of Use for BNMRZ Infrastructure

Preamble

These Terms of Use apply to all users of the NMR Infrastructure of the Bavarian NMR Centre (BNMRZ). It is an integral part of each individual user relationship, including those mediated through Instruct-ERIC (see Appendix). It is not the aim of these Terms of Use to regulate commercial exploitation and IP issues.

1. Measurement time

Measurement time refers to the time available to a user at the NMR spectrometer. This also includes modifications, sample head changes and similar work that is directly related to a measurement. Equipment maintenance (cryogenic fillings, repairs, etc.) is not part of the measurement time.

2. Measurement time assignment

Internal users can request measurement time via the BNMRZ internal online booking system. National access to the 1.2 GHz spectrometer can be requested via the corresponding Internet booking page (<https://www.bnmrz.org/spectrometer/nmr-time-application>). Access via Instruct-ERIC is only possible after approval of an Access Proposal via the ARIA system. The BNMRZ expressly reserves the right to reject requests without giving reasons (facility veto right).

3. Measurement time failure

If the use of the device within the measurement time assigned to the user is not possible for technical reasons, compensation will be made as soon as possible; further claims against the BNMRZ are excluded. In the event of cancellation at short notice (less than 10 days before the start) of the agreed measurement time for reasons for which the BNMRZ is not responsible, there is no entitlement to compensation if the affected device cannot be used for other purposes. In general, the BNMRZ always tries to find a replacement user when cancelling measurement time, so it should be contacted as early as possible in such cases.

4. Safety briefing and operating authorization

- (1) The user may only operate BNMRZ devices independently after mandatory instruction by authorized BNMRZ personnel. The instruction also includes device-specific operating specifications.
- (2) The instruction is documented and is a basic prerequisite for the issuance of an individual operating authorization. Operating authorisations are personal, non-transferable and can be granted for a limited period of time.
- (3) The user must acknowledge and comply with the full security requirements and device instructions of the BNMRZ. Before the measurement, device and sample specific checks must be carried out (temperature control, probe tuning, error messages).

- (4) The user is obliged to document the measurement correctly in the electronic logbook (eLOG in the web browser on the devices). This includes: names of the measured data sets, self-calibrated pulse lengths, measurement temperatures, specific wiring and any modifications made to the device for the measurement. BNMRZ staff can check at any time whether users are complying with the security requirements.
- (5) The BNMRZ may order additional instruction requirements (e.g. when new specimens or software versions are introduced).

5. Obligation to work safely during measurement times

- (1) Devices may only be used in accordance with the BNMRZ operating guidelines. Any changes to the hardware or software of the equipment will only be made by the authorized personnel of the BNMRZ. This also applies to interventions in the technical installation of the measuring rooms (air conditioning, power supply/UPS, cooling water, sensors for smoke/fire, oxygen deficiency, etc.). The device managers of the BNMRZ decide on their own about conversions which the user may carry out himself in individual cases.
- (2) In the event of unexpected behavior of a spectrometer, the measurement must be stopped immediately and the BNMRZ personnel must be informed.
- (3) If required in specific situations, suitable personal protective equipment (PPE) must be worn in the measuring rooms (e.g., laboratory / cryogenic protective gloves).
- (4) After the end of the measurement period, the user must clean up the measuring station and put all devices in a safe operating condition.
- (5) Observed faults, error messages and other abnormalities must be entered in the logbook and the person responsible for the equipment must be informed of this.

6. Working with samples and sample material

- (1) The user is solely responsible for all sample materials he or she brings into the BNMRZ, including chemical, biological, genetically modified, toxic, infectious or other hazardous substances. Samples that fall under genetic engineering laws, hazardous substances laws or radiation protection laws may only be submitted with suitable qualifications and with prior written consent.
- (2) BNMRZ is entitled to reject samples if there are safety concerns or information is incomplete. Incorrect or incomplete information may result in immediate exclusion from use.
- (3) Safety data sheets must be submitted if necessary.
- (4) The User warrants that all submitted materials
 - are properly marked, packed and transported,
 - comply with the applicable legal regulations (in particular hazardous substances, genetic engineering, radiation protection and waste laws),
 - are handled only in the safety levels for which the BNMRZ is approved.

(5) The user is liable for all damages resulting from

- improper declaration,
- inadequate packaging,
- incorrect or incomplete safety declarations,
- samples unsuitable for the planned measurement operation.

This includes, in particular, damage to equipment, infrastructure and hazards to personnel or other users.

(6) The BNMRZ accepts no responsibility for spoilage, loss, damage or depreciation of the sample materials.

(7) The user undertakes to take samples back with him immediately after the end of the measurement time or to dispose of them himself in accordance with the applicable disposal regulations. Any costs incurred by BNMRZ as a result of the disposal shall be borne by the user.

7. Measurement data

(1) All experimental data generated during a usage project (raw data, metadata, analysis data) belong exclusively to the user. The BNMRZ does not receive any IP or usage rights, except for troubleshooting, quality assurance or to improve the service.

(2) The BNMRZ backs up all spectrometer data in daily backup copies and for at least one year after generation. The user is obliged to back up his data immediately after the end of the measurement and to archive it appropriately. For this purpose, the data is made accessible to the user via secure remote data transmission or suitable data carriers. Long-term data backup in accordance with good scientific practice in accordance with the rules of the DFG or other institutions is the sole responsibility of the user.

(3) If a project requires significant methodological adjustments or further developments, through which facility personnel actively contribute to the development of new methods, joint intellectual property can be created. In these cases, a separate agreement must be concluded before the start of the project.

8. Use of measurement data for scientific publications

If measurement data recorded at the BNMRZ are used for scientific publications, the "Bavarian NMR Center (BNMRZ)" is to be mentioned explicitly in the acknowledgements.

9. Usage costs

All non-BNMRZ users will be charged for the usage costs (see separate table). According to DFG rules, academic users can apply for a grant in the amount of the cost allocation for core facilities. For industrial users, the costs of use must be determined in a separate agreement, but at least the full costs in accordance with Article 87 of the EC Treaty and the requirements of the State of Bavaria / StMWFK.

10. Liability

(1) The user is liable for all damage to equipment or infrastructure caused by intentional or negligent conduct.

(2) Damage to equipment, infrastructure or data caused negligently or intentionally must be compensated by the user or his institution.

(3) In the event of violations of these Terms of Use, safety regulations or improper operation, use may be temporarily or permanently blocked. Any delays or project losses resulting from this are the responsibility of the user, claims for compensation are excluded. The BNMRZ accepts no liability for damages caused by misconduct by users.

11. Data protection

The BNMRZ stores personal data only for the duration of the project implementation and statutory retention periods. The user is obliged to include only such personal or sensitive data in samples/documents for which there is a legal basis.

12. Final Provision

(1) These Terms of Use come into force upon their publication and apply to all current and future users of the BNMRZ in their current version published on the BNMRZ website (www.bnmrz.org).

(2) The BNMRZ is entitled to amend these Terms of Use at any time for objective reasons – in particular in the event of changes to legal requirements, security requirements or the Instruct-ERIC regulations; Changes are effective from the time they are posted.

(3) Should individual provisions of these Terms of Use be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a legally permissible provision that comes closest to the purpose of the invalid provision.

(4) The law of the Federal Republic of Germany shall apply exclusively to all legal relationships between users and the BNMRZ. The place of jurisdiction for disputes arising from or in connection with the use of the BNMRZ infrastructure is Munich.

(5) These Terms of Use may be provided in German and English. In the event of discrepancies, the German version shall prevail.

Appendix: Additional Terms for Use via Instruct-ERIC

For use within the scope of Instruct-ERIC, the provisions of these Terms of Use apply. In addition, an application for access to the infrastructures must be submitted to Instruct-ERIC (Access Proposals) and approved by the BNMRZ. Instruct users agree to comply with all documentation steps required by Instruct-ERIC, including any additional electronic reports in the ARIA system. The safety information provided in the Access Proposal is considered mandatory. For projects funded by Instruct-ERIC, the following note must be included in publications: "This work benefited from access to the [Name of Institute or facility], an Instruct-ERIC Centre. Financial support was provided by [funding source 1], [funding source 2] and [funding source 3]." In addition, the Instruct-ERIC funding notice "Instruct-ERIC (PID XXXX)" must be included. For access via Instruct-ERIC, personal data (e.g. username, institutional affiliation, contact details, sample details and safety aspects) will be transmitted to the ARIA system, which is operated by Instruct-ERIC in a third country (UK). The data transfer is based on the Instruct ERIC contract situation and is a necessary part of the access process. Users are hereby informed about this third-country processing. Data stored in the ARIA system is subject to the storage and deletion rules of the Instruct-ERIC Data Management Policy; the BNMRZ is not responsible for ARIA data.

Garching, 2026-03-31