

EMBL Heidelberg
Cryo-EM Platform Access

Completed proposal should be emailed to ic-contact@embl.de

With this form you are applying to access Cryo-EM Platform at EMBL and you agree to the below stated Terms of access. The personal data you provide to us will be processed in accordance with the data protection principles set out [here](#).

Project Title	
Proposal Owner Name	
Nationality	
Gender	
Email address	
Affiliation	
Home Institution	
Department/Group/Unit	
Institute Address and City	
Institute Country	
Billing address – get this from your finance department, it can be different from you mailing address	
VAT number	
Proposal number	EMBL to assign
Scientific background and current results <i>Include preliminary results and evidences (such as images, pdfs) that the grids are suitable for high-end data collection (maximal 3000 characters).</i>	

Full description of sample (incl. <i>type of grids, buffer used, sample composition, molecular weight...</i>)	
Can this sample be worked in the biosafety S1 laboratory?	
Has the sample be inactivated, if so, how?	
Experimental plan <i>Number of samples, type of acquisition, imaging parameters... (maximal 2000 characters)</i>	

Terms of access

GENERAL REMARKS:

Access to the Cryo-EM Platform will be provided as part of EMBL's mission to further the use of cryo-electron microscopy methods to the life science community through collaborative research projects, provision of respective facilities, and development and use necessary instrumentation and technology.

Applications for access submitted through this form will be evaluated by [external referees](#) for scientific merit and technical feasibility. We will notify applicants whether their application was accepted and offer them available dates for the visit. We reserve the right to change (or in a worst case) cancel allocated dates. While we will try to find a mutually-agreeable solution, we cannot accept any liability in that respect.

Researchers can bring several **samples** for the screening session and decide for a number of days of high-end data collection on each sample (2 days minimum per grid). Sessions will be run by the EMBL cryo-EM engineers, who will jointly with you aim to define optimal parameters for these sessions to ensure maximum output regarding your samples as well as further refining the methods and technologies we use. Sessions will consist of a first screening session (1 day) on a Talos Arctica (or Titan Krios depending on availability), followed by a predetermined number of days of high-end data acquisition on a Titan Krios.

While physically on EMBL's premises, researchers are required to **observe** applicable **EMBL rules**, regulations, and policies, including those on Health & Safety, Acceptable Computer Use, and the EMBL Code of Conduct. Copies of these are available on Campus through the facility.

INTELLECTUAL PROPERTY AND PUBLICATIONS:

We will not make any claims to intellectual property rights (“IPR”) which **you previously developed**, and you will not make any claims to IPR which **we previously developed**.

All **newly developed** IPR regarding **instrumentation, technology and/or method developments regarding the Cryo-EM Platform** will belong to EMBL.

All **other newly developed** IPR will belong to the party whose staff developed it, and the other party will receive a free and non-exclusive license to use such IPR within the project as well as for its internal non-commercial research and training. Where your staff and our staff newly develop other IPR together, it will belong to both of us according to our respective shares in the invention.

Unless the parties jointly publish the results of the project, the Cryo-EM Platform will be acknowledged in any publication using your results from the time on the platform as follows: **“The EMBL Cryo-Electron Microscopy Service Platform is acknowledged for support in image acquisition and analysis”**.

FINANCIALS:

External academic users will **contribute to the consumable costs of the project incurred at the facility** at a sum of € 5,000 for the basic acquisition package (one day with full support on a Talos Arctica + two day of automated acquisition on a Titan Krios). If additional acquisition time on Titan Krios is required, we request a further contribution of € 2,000 per day towards the additional costs incurred. As a contribution towards joint research cost, both parties assume these contributions to be exclusive of VAT; provided, however, should VAT be payable, it will be incurred by you.

EMBL will call off the aforementioned contributions by a request for reimbursement of costs, with reference to the proposal number. For accounting purposes, this is deemed to be the equivalent of an invoice, and upon your request an estimate of costs can also be provided as an equivalent of a quotation.

FURTHER TERMS:

As is customary in collaborative research, any information, data or materials supplied by one party to another is provided “as is”, without warranty, guarantee or representation of any kind. To the extent legally permissible, neither party will be liable to the other party for any direct or indirect damage hereunder.

Where confidential information is exchanged it will only be used for the purposes for which it has been disclosed, and the recipient shall make no use of it for any other purposes. The recipient agrees to keep such information confidential and to take all reasonable steps to preserve the confidential and proprietary nature.

All disputes arising out of or in connection with these terms or their validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of three members. The seat of the arbitration is Heidelberg (Germany). The language of the arbitration shall be English. The parties

agree that the arbitration shall be conducted as Expedited Proceedings and that Annex 4 of the DIS Arbitration Rules shall apply. The rules of law applicable to the merits shall be German law, and nothing herein shall be interpreted as a waiver of any privileges or immunities accorded to EMBL by its constituent documents or international law.

If you have any further questions regarding your visit, do not hesitate to contact us (ic-contact@embl.de)

By submitting this form, I agree to the above described terms of access.

Signature

Date
