

TERMS AND CONDITIONS

CryoEM@NOVA – CryoEM Hub at NOVA FCT

These Terms and Conditions govern access to and use of the CryoEM@NOVA infrastructure operated by **UCIBIO-NOVA FCT** at NOVA FCT within the framework of the Horizon Europe-funded CryoEM@NOVA project (Grant Agreement 101087571).

By submitting samples, requesting services, or accessing the infrastructure, the User agrees to these Terms.

1. Scope of Services

The CryoEM Hub provides a full cryo-electron microscopy workflow, including:

1.1 Sample Preparation (NOVA FCT Node)

- Glow discharge system
- Vitrification robot in humidity-controlled environment
- Liquid nitrogen storage
- Grid clipping and handling systems

1.2 Data Collection

Cryo-EM data collection is performed at:

- INL (Braga, Portugal)
- CENIMAT (NOVA FCT, Portugal)
- ESRF-EBS (Grenoble, France)
- Other European facilities when applicable

Grids are transported in certified dry shippers under cryogenic conditions.

1.3 Data Processing

Processing is performed on NOVA FCT infrastructure including:

- 4 GPU nodes
 - 5 × 22TB RAID-5 storage systems
 - CryoEM software packages (RELION, CryoSPARC, SCIPION, others)
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2. Eligibility and Access

Access is available to:

- Academic researchers
- Scientific institutions
- Industry partners

Project approval is based on:

- Scientific merit
 - Technical feasibility
 - Infrastructure availability
 - Compliance with biosafety standards
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3. Fees and Payment

User fees:

- Include maintenance costs
 - Follow the published pricing table
 - May differ for academic and industrial users
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4. Sample Handling and Risk

Users must:

- Provide accurate biosafety classification
- Confirm lawful ownership of biological materials
- Ensure samples comply with Portuguese and EU regulations

CryoEM workflows inherently involve risks (e.g., ice contamination, grid damage, degradation).

The CryoEM Hub and partner facilities are not liable for sample loss except in cases of gross negligence or willful misconduct.

5. Intellectual Property (IP) Protection

The CryoEM Hub recognizes that biological materials, scientific data, and derived structural models may constitute valuable Intellectual Property (IP) belonging to the User.

5.1 Ownership

- IP rights over biological samples, raw data, processed data, and derived structural models remain with the User or their institution.
- The CryoEM Hub does not claim ownership of scientific results generated from user-provided samples.

5.2 Use of Data

- Any use of user data beyond agreed collaboration requires prior written authorization.
- Under collaboration models (e.g., co-authorship), authorship and data usage conditions are agreed before project initiation.

5.3 Confidentiality and NDAs

- Confidentiality Agreements (NDAs) may be established prior to project initiation, especially for industrial or patent-sensitive projects.
- No public disclosure occurs without prior consent, except where required by funding or legal obligations.

5.4 Public Repository Deposition

Structural models and datasets are deposited in public repositories such as:

- Protein Data Bank (PDB)
- Electron Microscopy Data Bank (EMDB)

Depositions occur only:

- Upon User approval;
- Typically linked to peer-reviewed publication; or
- In accordance with contractual or funding obligations.

Embargo periods are respected in line with repository policies and user agreements.

6. Data Transfer, Storage, Access Control and Retention

6.1 Current Operational Protocols

6.1.1 Data Acquisition

All cryo-EM data collected at:

- CENIMAT (NOVA FCT, PT)
- INL (Braga, PT)
- ESRF-EBS (Grenoble, FR)
- Other facilities

are:

- Acquired by NOVA FCT-affiliated CryoEM Hub researchers
- Transferred securely to NOVA FCT
- Stored within CryoEM Hub infrastructure

6.1.2 Secure Data Transfer

Transfers are conducted using:

- Encrypted physical media; or
- Encrypted electronic protocols (e.g., SFTP)

All data and metadata transfers follow standard encryption practices.

6.1.3 Storage Infrastructure

- Data stored within restricted-access infrastructure at NOVA FCT
- Access limited to authorized CryoEM Hub researchers directly involved
- Backup copies maintained on separate storage media

User data are not shared with third parties without explicit written consent.

6.2 Retention Policy

The CryoEM Hub proposes:

- A standard retention period of three (3) years for raw image data and associated administrative data;
- Retention subject to contractual, legal, or funding-specific obligations;

Upon expiration:

- Data are securely deleted or anonymized;
- Continued storage may occur upon written request;
- Ongoing scientific, legal, or contractual obligations may justify retention.

Where external facilities impose short-term storage limits, responsibility for long-term preservation transfers to NOVA FCT under these conditions.

7. Compliance Framework

All IP and data protection activities are conducted in accordance with:

- NOVA FCT institutional research and innovation regulations;
- Applicable Portuguese and European legislation;
- Contractual agreements with external users;
- The Horizon Europe Grant Agreement governing CryoEM@NOVA.

For industrial or commercially sensitive projects, specific service agreements may define:

- IP ownership
 - Exploitation rights
 - Publication rights
 - Confidentiality obligations
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8. Publications and Acknowledgment

Users must acknowledge the infrastructure in all publications and inform the CryoEM Hub of resulting outputs.

Mandatory acknowledgment text:

“The CryoEM@NOVA infrastructure at UCIBIO-NOVA FCT is financed by European Union’s Horizon Europe research and innovation programme under Grant Agreement 101087571.

If applicable (Data collected at INL): “The cryo electron microscopy imaging was performed at the AEMIS facility at INL, Braga Portugal with the support of NORTE-01-0145-FEDER-081197 and CryoEM-PT.”

Failure to comply may affect future access.

9. Limitation of Liability

To the maximum extent permitted by law:

- Liability is limited to the fees paid for the specific service;
 - No liability for indirect or consequential damages;
 - No exclusion of liability for fraud or gross negligence.
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10. Governing Law

This Agreement is governed by Portuguese law.

Disputes fall under the jurisdiction of Portuguese courts.
