

**Policy for Open Access to**  
**NAME OF INFRASTRUCTURE**  
**Research Infrastructure**  
**@**  
**Frederick Research Center**

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## CHAPTER I. GENERAL PROVISIONS AND DEFINITIONS

### General Provisions

Frederick Research Center (FRC) is a private Research Organisation operating in Cyprus since 1997. This Policy aims to facilitate the access to FRC's Research Infrastructure and to regulate the relations between FRC and the Recipients of its Open Access Services. It applies to all "*Open Access Research Infrastructures*" for Research and Development (**R&D**) hereafter – **Research Infrastructure** or **RI** of FRC. The Policy also aims to align FRC's practices to the corresponding principles of the National Policy of the Republic of Cyprus for Open Science Practices<sup>1</sup>. Each RI must adopt this Policy document to specify and make more explicit certain terms and procedures, but without altering the overall principles, terms and conditions of the adopted policy by the FRC board.

This Policy forms an integral part of any Open Access Services agreement concluded between FRC and the Recipients of Open Access Services.

### Definitions

The following definitions are used in the Policy:

- **Agreement:** The signed agreement between FRC and the User for the use of the Research Infrastructure.
- **Commercial Time:** The period of time within which the **Research Infrastructure** is made accessible for remuneration.
- **Experimental time:** The period of time within which the Research Infrastructure can be used to carry out scientific research and development work.
- **Guaranteed Time:** The period of time reserved for external users.
- **Off time:** The period of time which the Research Infrastructure cannot be used. This time is reserved for maintenance and repairs.
- **Open Access time:** The period of time within which the Research Infrastructure is made accessible to the users either for free or a for a fee.
- **Open Access principles:** The conditions under which FRC creates access to its Research Infrastructure for use by different groups of **Users** inside and outside the organisation.
- **Recipient of Open Access Services:** A User (internal or external person) who applied for and was granted access to the Research Infrastructure.
- **Research Infrastructure (RI):** Infrastructure for carrying out research; includes the physical structure (science institutes, laboratories, etc.), instruments, tools, and other material and virtual resources and related services required for the performance of modern fundamental and applied scientific research. In this document, RI refers to **NAME OF INFRASTRUCTURE**.
- **Research Infrastructure Manager:** The person responsible for the management and supervision of the Research Infrastructure.
- **Research Infrastructure Operating time:** The total operating time of the Research Infrastructure.

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<sup>1</sup> [National Policy of the Republic of Cyprus for Open Science Practices - Υφυπουργείο Έρευνας, Καινοτομίας και Ψηφιακής Πολιτικής - Gov.cy](#)

- **Resources:** Research infrastructure, scientists and other researchers working with the infrastructure, staff providing services to the infrastructure, conducting the operation of the infrastructure, working, maintenance and development, time of the infrastructure.
  - **Services:** Open Access services approved by FRC.
  - **Technical time:** The period of time within which the Research Infrastructure is being technically maintained and the Users cannot use the Research Infrastructure to carry out scientific research and development works.
  - **User:** A natural or legal person ordering services from the Research Infrastructure or requesting access to this Research Infrastructure to perform research.
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## CHAPTER II. RESEARCH INFRASTRUCTURE MANAGEMENT

The Management and supervision of this Research Infrastructure is ensured by:

**NAME**

**Position**

The training on the use of the Research Infrastructure by the Users is ensured by:

**NAME**

**Position**

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## CHAPTER III. USERS OF RESEARCH INFRASTRUCTURE

The Services of FRC's RI are provided to Users, both Internal and External.

An **Internal User** is a member of FRC. An **External User** is a researcher from any other Organization, both National and International.

A User, who wants to use or is entitled to use the RI submits an application to FRC (email: [frc@frederick.ac.cy](mailto:frc@frederick.ac.cy)). The application shall include, inter alia, the following information:

- Name of Research Infrastructure;
- Scope of work;
- Duration of use; and
- Potential Intellectual Property that could result from the RI's use.

After receipt of the **User's** request, the RI's manager assesses the request and consults accordingly with FRC's Management. FRC informs the potential User on the outcome of the assessment.

If there are no significant grounds for rejecting the access request, FRC provides an agreement to the User, which will include all necessary information (i.e. cost, opening hours, training, relevant instructions, intellectual property matters, health and safety matters, data protection matters). Negotiations on the agreement may take place by email, but it enters into force when both parties (FRC and User) sign the agreement.

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## CHAPTER IV. ACCESS TO RESEARCH INFRASTRUCTURE

The RI is accessible to the **Users** in compliance with the terms of the signed Agreement and shall not be used in a way, which might lead to its damage, configuration changes, or destruction.

It shall be noted that where training is needed, a competent individual (i.e. laboratory assistant, engineer, technician) will train the User in order for the latter to be able to use the RI unsupervised, if needed/possible. FRC is responsible for the RI's maintenance.

RI services are provided to external Users, as a priority in case they are part of the consortium **of XYZ project**. RI services provided under any preferential treatment, cannot violate national legal provisions regarding state aid and the rules for use of public funding from different sources.

### Research Infrastructure Time

The **RI Operating Time** is divided into: *Experimental Time*, *Technical Time* and *Off Time*. The **Experimental Time** is divided into *Open Access Time*, *Guaranteed Time* and *Commercial Time*.

The **RI Manager** approves the Research Infrastructure Operating Time schedule, including the allocation of time units to its types, under the assumption that the objective is to maximise the **Experimental Time**.

The Research Infrastructure Manager guarantees the provision of **[e.g. 10%, 30%, at least 10%]** of all **RI working time to external Users**, especially those that contributed to the development of the RI in the frame **of XYZ project**, if needed. The remaining working time is provided to internal **Users** and meeting of internal needs.

Priority is applied to small and medium-sized enterprises that have signed long-term cooperation agreements and newly established start-ups (during the last 24 months before the date of application submission) performing R&D activities.

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## CHAPTER V. PRICING FOR RESEARCH INFRASTRUCTURE SERVICES

Pricing of the Research Infrastructure services is made under the principles that at least *the Research Infrastructure use costs is covered, as well as ensuring that the market is not distorted*. If warranted, in explicit cases, access to the RI may be granted for free with the approval of FRC's management and consent of the RI Manager.

The cost of the **RI services** is determined according to:

- The User's type, i.e. internal or external, commercial or non-commercial.
- The duration of the use of the RI.
- Use of human resources, consumables and other materials required for performance of the work, maintenance, equipment wear & tear, and other possible expenses.
- Organization overheads.

After an external User's application is received and decision to grant access is made, the RI manager prepares a commercial offer of service provision. When the User accepts the offer, FRC prepares an agreement indicating all required details for access and payment terms.

When possible, indicative prices of standardised RI services are announced publicly.

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## CHAPTER VI. OBLIGATIONS RELATED TO CONFIDENTIALITY AND PROTECTION OF INTELLECTUAL PROPERTY

The Research Infrastructure Manager must ensure the confidentiality of the results of every scientific research and/or experiment performed using the RI's Resources and/or services. Exceptions can be specified under the written agreement between the FRC and the external User.

At the same time, the User is also obliged to ensure the confidentiality of any information relating to the access and use of the RI, which is declared as confidential information by the FRC and/or the Research Infrastructure Manager.

In the case of research performed by external Users, all intellectual property produced by the **external User** within the **Open Access Time** shall be the intellectual property of the external User unless otherwise specified in the Agreement.

In the case of research performed by external Users as part of the **Guaranteed or Commercial Access Time**, all intellectual property questions will be specified in the Agreement to be signed with the User.

In case of research performed by **internal Users**, a discussion may need to be held about making the results available **Open Access**, adhering to the Open Science principles.

Users should acknowledge the contribution of the Research Infrastructure in any output (i.e. publication, patent, data, etc.) deriving from research conducted within FRC. In accordance with good scientific practice, Users are encouraged to offer co-authorship to those working at the Research Infrastructure having made genuine scientific contributions to their work, if applicable.

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## CHAPTER VII. DISPUTE SETTLEMENT

FRC may ask the external User to pay an amount equal to part of the remuneration as a collateral before starting to use the Research Infrastructure.

If the Research Infrastructure or one of its elements is damaged or destroyed during use by an external User acting in bad faith or negligence, FRC has the right to request remuneration for this damage or deduct it from the collateral.

In case of disputes regarding the use of the Research Infrastructure Resources or service provision, violations of protection of intellectual property or other basis directly related to the RI, interested persons can submit a written claim or complaint to the Research Infrastructure Manager.

After receipt of a written claim or complaint, the Research Infrastructure Manager transfers it for the consideration of FRC's Management. Any claim or complaint must be considered and examined within 15 calendar days from its receipt. The response to the applicant is sent by email within 3 working days.

In case a dispute is not settled amicably and in good faith, the interested persons can protect their rights by the national mediation and legal acts of the Republic of Cyprus.

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## CHAPTER VIII. FINAL PROVISIONS

This Policy is amended or repealed under the order of Frederick Research Center's Board of Directors in March 2023.