





# **INFRAPLUS Open Call: Terms and Conditions**

Version: 01 October 2025

These terms and conditions ('Terms and Conditions') outline the conditions for an Open Call procedure under which a User can apply for Free-of-Charge-Access to the INFRAPLUS Service covering the provision of Mouse Embryonic Fibroblasts and Mouse Embryonic Stem Cells as described on the INFRAPLUS website ('INFRAPLUS Service(s)'). The Open Call procedure is managed by INFRAFRONTIER ERIC, having its coordination office at Ingolstädter Landstraße 1, 85764 Neuherberg, Germany ('INFRAFRONTIER'). By submitting a Proposal, the User accepts these Terms and Conditions, and agrees to abide by them.

#### 1. Definitions:

The following terms used in these Terms and Conditions shall have the following meaning:

- **Evaluation Committee** means the entity set up by INFRAFRONTIER that is composed of external experts and assists INFRAFRONTIER and the Service Providers in the selection of Users.
- **Free-of-Charge-Access** means that the selected User is given the opportunity to conclude an agreement with the Service Provider in order to gain access to the respective INFRAPLUS Service, whereby the use of such service is free of charge for the selected User.
- **Grant Agreement** means the grant agreement ID 101131669 concluded between the European Union and INFRAFRONTIER and certain beneficiaries which sets out the rights and obligations applicable to the grants awarded for the INFRAPLUS project and INFRAPLUS Service.
- **Open Call** means INFRAFRONTIER's invitation to Users to submit their Proposal and application to gain access to the INFRAPLUS Service.
- **Proposal** means the documents describing the User's research project for which the INFRAPLUS Service is needed and to be submitted by the User within the application system on the website of INFRAFRONTIER.
- **Service Provider** means the individual institution that is a partner of INFRANFRONTIER and that is in charge of providing the INFRAPLUS Services to the selected User.
- User means a group of individuals or an entity, including research groups, academic researchers and similar partnerships, entities and organizations which are given access to the selected INFRAPLUS Services.







#### 2. General Information:

- The <u>INFRAPLUS</u> project funded by the European Commission within the Horizon Europe funding programme of the European Union under the Grant Agreement supports eligible Users with **Free-of-Charge-Access** to selected INFRAPLUS Services via the INFRAPLUS Open Calls.
- The INFRAPLUS Services will be provided by the respective Service Provider, with whom the selected User will enter into a separate agreement in order to gain access to the respective INFRAPLUS Service. INFRAFRONTIER acts as an intermediary in coordinating this Open Call and does not become a contractual partner of the User with regard to the provision of the INFRAPLUS Service.
- Open Call deadline for submitting a Proposal is 04 November 2025.

## 3. Application and Selection Procedure for Open Calls:

# 3.1 Application Procedure:

- In order to apply to this Open Call, the User must submit an application containing the Proposal and additional information as requested through the online application system on the INFRAPLUS <a href="website">website</a>. By clicking on the 'Submit'-button the User is submitting his/ her/ its application for this Open Call. The User will receive an electronic confirmation notice at the email address provided by the User confirming the receipt of the User's application. This confirmation notice does not constitute INFRAFRONTIER's decision on the selection of the User for the Free-of-Charge-Access to the INFRAPLUS Service.
- By submitting an application, the User represents and warrants that his/ her /its
  Proposal contains only information which is true, accurate and complete.
  Notwithstanding that the final decision on application of a User is taken by the
  Service Provider, if INFRAFRONTIER has reasonable reasons to suspect that any
  information supplied is untrue, inaccurate, out-of-date or incomplete,
  INFRAFRONTIER reserves the right to exclude the User from the application
  procedure or withdraw the decision on the selection of the User for the Free-ofCharge-Access to the INFRAPLUS Service. In such case, INFRAFRONTIER will inform
  the User of such exclusion or withdrawal.
- By submitting an application, the User represents and warrants that the User will
  and is able to conduct all research activities for which the INFRAPLUS Service is
  used in accordance with the rules for good scientific practice. Research should be
  conducted to the highest levels of integrity, including appropriate research design
  and frameworks, to ensure that findings are robust and defensible. The User should
  also adhere to the highest level of research ethics, in line with EU, international and
  national laws on ethical principles and any other requirements set out by national







- and international regulatory bodies, professional and regulatory research guidance and research ethics frameworks issued in appropriate areas.
- By submitting an application, the User grants to INFRAFRONTIER, the Service
  Provider and the Evaluation Committee a revocable and non-exclusive, royalty-free,
  right to reproduce and otherwise use the content of the User's Proposal and
  application for the sole purpose of evaluating the Proposal and assessing the
  feasibility of conducting the proposed research project at the requested Service
  Provider's facility. In addition, Users grant to INFRAFRONTIER the right to store a
  copy of the User's Proposal and application for its records as long as required under
  the Grant Agreement or as permitted under the applicable laws.
- INFRAFRONTIER will keep confidential and will only disclose the User's Proposal and application to those third parties who need access to it reasonably necessary to perform the evaluation and feasibility assessment of the User's Proposal and application or to whom INFRAFRONTIER is required by law or by governmental or judicial order to disclose the Proposal and the application. With respect to the use and sharing of personal data, Section 8 of these Terms and Conditions applies.

### 3.2 Eligibility:

To be eligible to benefit from the Free-of-Charge-Access to the INFRAPLUS Services, a User must satisfy the following conditions:

- Applications to the INFRAPLUS Open Call can only be submitted by non-commercial Users around the world who pursue non-commercial purposes with the activities for which the INFRAPLUS Service is applied for. Only 20% of the access units will be allocated to Users that are not EU-member states or EU-associated states.
- In order to avoid any conflict of interest, a User who is affiliated with, or employed by a Service Provider is not eligible to apply under this Open Call for INFRAPLUS Services offered by such Service Provider. For the avoidance of doubt, a Service Provider is not eligible to apply as a User for INFRAPLUS Services provided by other Service Providers (if in doubt, please contact <a href="mailto:proposals@infrafrontier.eu">proposals@infrafrontier.eu</a>).
- Only Users that are allowed to disseminate the results they have generated through the use of the INFRAPLUS Service may be eligible to gain Free-of-Charge-Access to the INFRAPLUS Services.

#### 3.3 Selection Procedure:

Proposals from eligible Users for Free-of-Charge-Access to the INFRAPLUS Services will be subject to a review procedure. Initially, experts from the Service Provider will assess the technical feasibility of projects described in the Proposal. For the Proposals qualified as feasible, an external Evaluation Committee will assess the service requests for the following criteria:

Relevance and quality of preliminary data







- Soundness of the Proposal
- Validity of the request based on the provided project description in the Proposal
- Potential for 3Rs (replacement, reduction, refinement) impact
- Scientific interest of the obtained cell line(s) for research in the field
- Applications for research projects involving MEFs isolation or mESCs rederivation of mice that will be/are deposited in INFRAFRONTIER European Mutant Mouse Archive are desirable (EMMA Submission Form).

Proposals requiring customization of the standard service provision will be assessed by the Service Provider for technical and financial feasibility.

The Users will be informed on the **outcome of the evaluation of their Proposal** within 10 weeks after the expiry of the Open Call deadline (see Section 2 of these Terms and Conditions).

Non-selected Proposals may still be executed at a cost-recovery price upon the User's request.

#### 4. INFRAPLUS Service Provision:

#### 4.1 INFRAPLUS Services:

- Upon acceptance of the User's Proposal, the Service Provider providing the
  respective INFRAPLUS Service for which the User got selected will contact the User in
  order to exchange any additional information needed for the provision of the
  INFRAPLUS Services and for scheduling the shipment of the material required to
  initiate the service provision.
- Before initiating any INFRAPLUS Services the User and the Service Provider will enter into an agreement which outlines, in particular, the terms and conditions for access to the respective INFRAPLUS Service.
- Support will be provided by the Service Provider experts to analyze and interpret the output data.
- A **final report** will be provided by the Service Provider to the User at the end of the service provision.
- Further support, analysis and/or advanced readouts can be provided on a collaborative or fee-for-service basis outside the scope of this Open Call.
- The User acknowledges that the Service Provider will have sole responsibility and freedom for determining the scope, allocating and scheduling usage of the INFRAPLUS Services and equipment offered by the Service Provider to and needed for User's experiment(s) to be carried out at the Service Provider's facilities.

#### **4.2 Costs:**







- The access to and use of the INFRAPLUS Service is financed by grants awarded for the INFRAPLUS project in accordance with the Grant Agreement which will be distributed by INFRAFRONTIER to the respective Service Provider and is therefore free-of-charge for the selected User.
- However, the costs of **shipment of any material** required for the INFRAPLUS Service from the User to the Service Provider or vice versa **must be borne by the User**.
- Additional steps and services may be offered by the Service Provider to the User at cost. These are at User's discretion.

# 5. Intellectual Property:

As consideration for gaining Free-of-Charge Access to the INFRAPLUS Services, the
User acknowledges that the results and any other intellectual property generated in
connection with the INFRAPLUS Service are subject to certain use, access, licensing
and other exploitation rights set out in the Grant Agreement. The User herewith
agrees to ensure the fulfillment of such requirements in its agreement with the
Service Provider.

# 6. Dissemination of the Application and Results:

- As consideration for gaining Free-of-Charge Access to the INFRAPLUS Services, the
  User agrees and acknowledges that INFRAFRONTIER may disseminate the User's
  information as well as any results and information generated in connection with the
  use of the INFRAPLUS Services, to the extent permitted and required under the
  Grant Agreement. In particular, the User agrees
  - that the User's Proposal and application will be included in a **final project report to the European Commission** at the end of the project (31 May 2027);
  - that the results of and any other information related to progress of the INFRAPLUS Services will be included in regular reports to the European Commission;
  - that the results of the INFRAPLUS Services can be made publicly available 12
    months after their delivery to the User. This publication date can be extended
    by an additional 6 months under justified circumstances;
  - that for selected projects, the results of the INFRAPLUS Services may be used for scientific publication by INFRAFRONTIER and communicated to the owner of the mouse line; and
  - to ensure open access to peer-reviewed scientific publications relating to the results of the INFRAPLUS Services.
- When carrying out such dissemination activities, INFRAFRONTIER will take into
  account the legitimate interest of the owner of the results and security rules and
  aims to preserve and manage data according to the 'FAIR' principles, meaning that
  data shall be findable, accessible, interoperable and organised in reusable datasets.







### 7. Acknowledgements:

By submitting the application, the User agrees to acknowledge any support under this scheme in all publications resulting from the use of the INFRAPLUS Service by using the following statement:

'Part of this work has been funded by the European Union Research and Innovation programme Horizon Europe. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the European Research Executive Agency. Neither the European Union nor the European Research Executive Agency can be held responsible for them (Grant agreement ID: 101131669).'

Furthermore, INFRAFRONTIER and the participating Service Provider, which provided the INFRAPLUS Service to the User, must be specifically mentioned in any publication of the User resulting from the INFRAPLUS Service and, unless otherwise notified by INFRAFRONTIER or the Service Provider, the logo of the European Union shall be shown on any publication. The Service Provider will inform the User of any other obligations of acknowledgement which are specific for any publications made by the User in connection with the INFRAPLUS Services.

For the purpose of these Terms and Conditions, the obligations of acknowledgement referred to above shall be understood as applying to any formal dissemination of the results by the User, whether in hardcopy, electronic, web-based or other tangible forms. It includes refereed and non-refereed books and journals, webpages, conference presentations, data deposited in data banks, creative works, technical papers, press releases, etc.

### 8. Privacy Policy:

All personal data provided by the User in the application procedure will be processed in accordance with Regulation (EU) 2016/679 (GDPR) and relevant national legislation. Personal data will only be used for the purposes of evaluating and administering the Open Call and providing Free-of-Charge Access to the INFRAPLUS Services. For further details, please consult our <u>Data Privacy Policy</u>.

### 9. Non-compliance:

INFRAFRONTIER retains the right to refuse and reclaim financing of the User's access to the INFRAPLUS Service in case of a breach of any of the provisions of these Terms and Conditions or those of the agreement to be concluded between the User and the Service Provider, including non-compliance with any applicable internal policies, regulations of the Service Provider's facilities.

# 10. Limitation of Liability







- Except in case of intent or gross negligence or in case of injury to life or health, INFRAFRONTIER shall only be liable for the breach of such obligations that are essential for the proper performance of the Open Call procedure and on whose fulfillment the User may regularly rely. In the case of simple negligence, INFRAFRONTIER's liability shall be limited to the typically foreseeable damage. The same applies to breaches of obligations by INFRAFRONTIER's legal representatives, employees and vicarious agents.
- Furthermore, INFRAFRONTIER shall not be liable for any act or misconduct of the Service Provider in connection with the provision of the INFRAPLUS Services.

### 11. Governing Law and Place of Jurisdiction

- The relationship between INFRANRONTIER and the User under this Open Call
  procedure shall be governed by and construed in accordance with the laws of
  Germany, without regard to any choice of law principles that would require the
  application of the laws of another jurisdiction.
- The courts of Munich, Germany (Landgericht München) shall, to the extent permitted by laws, have exclusive jurisdiction in respect of all disputes between INFRAFRONTIER and the User arising out of or in connection with this Open Call procedure.