

CEMUP Rules for Service Provision

These rules define the general guidelines for service provision by CEMUP, in the frame of the CEMUP Regulation approved by the Rector Order GR 03/01/2013, and it will include the Service Rules of the Units.

1. CEMUP mission is to provide support services, in the field of Materials Science and Technology, and in other fields of its competence and technological resources, to the Faculties, Departments, Research Centers and other institutions, either from the University of Porto or from other Universities, and also to enterprises and other public or private entities, either national or international.
2. CEMUP service contracts will agree with one of the following categories
 - a. Sporadic activity
Corresponds to short duration activities, concerning a single experimental activity for characterization or preparation of a group of samples and the support to the data analysis of the results.
 - b. Agreement for the provision of services (APS)
Corresponds to the provision of multiple services in the frame of an annual agreement (duration limit 12 months), including multiple service requests, eventually with a programmed schedule, and that may include:
 - provision for service and access to the experimental resources of one or more Units of CEMUP;
 - training activities in the frame of CEMUP own programs ;
 - other activities possible in the scope of CEMUP mission.

Each APS can include other conditions, to be considered in each case, but in this frame CEMUP will be committed:

- To offer the advantage conditions specified in the APS Rules, approved annually by the Directive Committee, that may include:
 - facilities for laboratory reservation;
 - special conditions for the registration and participation in training activities;
 - reduction of the unitary or aggregated price for the activities included in the scope of the APS;
- To keep the cost rates for the services, unchanged until the end of the civil year;
- To keep the client properly informed of the APS account balance value.

The APS agreement will commit the customer:

- To create an account at CEMUP, by the advanced payment of the agreed APS value, in the minimum amount set as required for the different advantage conditions, or in a proper amount as required for the coverage of the expenses with the activities of his own interest, in the scope of the services provided by CEMUP;

- To subscribe the APS Rules, accepting the APS time caducity rules, involving the APS account balance transfer to CEMUP, and other agreed conditions.
- c. The participation in a contract or research and development project, or training activity program.
Corresponds to the development of the procedures and methods, and the execution of the tasks agreed in the frame of a program/project for research or development, or for scientific and technical training, involving CEMUP as a partner.

3. Cost rates of the services provided by CEMUP

3.1. Cost rates of the services provided by CEMUP, concerning experimental laboratory activities or other works, has for reference the Table of Prices of Services, setting the unitary costs for each Laboratory and experimental technique, approved annually by the Directive Committee, after the proposal of the Management Committees of the Units, that takes in account the differentiation of three classes of clients:

- C1 - Researchers affiliated to institutions in the perimeter of the University of Porto ;
- C2 - Researchers affiliated to other public Universities and Higher Education Institutes, and services to enterprises through laboratories of the University of Porto or interface institutes in the perimeter of the University of Porto;
- C3 - Enterprises and other public or private institutions.

An additional differentiation can be considered, namely in the scope of class C1, setting a reduced rate in the following conditions:

- PhD or MSc students from the University of Porto;
- Researchers that are autonomous users of the equipments/laboratories, as defined in a specific CEMUP rule;
- Researchers from institutions associated to the initial implementation of an equipment or a laboratory.

3.2. Independently of the unitary cost rates, a minimum charge for the specific service, or a minimum load for laboratory use, will be established, taking in account the sporadic or extended nature of the experimental activity.

3.3. The services provided to institutions from classes C2 or C3, when taking place along an extended period of time, or requiring an autonomous work of CEMUP including a Technical Report, may be agreed for a global price (specific budget), with reference to the unitary cost rates.

3.4. The Directive Committee will set the tuition fee for the courses or other training activities, as well as the cost rate for any other services provided by CEMUP, after the proposal of the Coordinator of the Unit responsible by the organization of these activities.

3.5. CEMUP can do, or collaborate, without any charge in activities (exploratory experiments, training activities, study visits, dissemination of scientific knowledge...), included in the scope of its objectives and mission, that will be in any case object of a proper registration.

4. Any activity or experimental work at CEMUP by researchers (classes C1 and C2) requires a previous registration using a proper individual client registration form, signed by the researcher

and the supervisor, and also signed by the responsible of project, the research unit, the faculty or department, that includes:

- The identification of the direct user of the experimental resources;
- The affiliation, activity (research or teaching) and the identification of the research project of the direct user of the experimental resources, or the identification of the technological work (external), in terms that identify the final user of the results and enable a proper definition of the user class;
- The identification of the institution (name, address, fiscal identification), that will pay for all the charges involved in the works to be done at CEMUP;
- A declaration of knowledge and acceptance of the CEMUP rules and conditions for access and service provision;
- A declaration of commitment to include a reference to the CEMUP laboratory where the experimental work took place, in any publication or public release of the data acquired at CEMUP.

The individual registration must be updated whenever there is a change of the researcher affiliation or of the institutional frame of the concerned research work, or after a period of two years.

Independently of a valid client registration, and for the scheduling and execution of any work CEMUP may require an advance formal purchase order committing the institution that takes full charge for the payment of all services.

5. In the case of works taking place in the frame of projects in which CEMUP participates, the costs will be charged to the project funding until the preset amount, that if not attained by the end of the project will not generate any credit value for latter use or any compensation of any nature in favor of the other project associates.
6. The provision of services to enterprises or other public or private institutions (class C3) requires in advance a purchase order identifying (name, responsible, address, fiscal identification) and committing the interested enterprise or institution, for the value of the expected charges for the services, in agreement with a previous budget or information provided by CEMUP.
7. The Directive Committee will establish, after the proposals of the Management Committees of the Units, the rules for the advanced reservation and for the direct use of the laboratories by the researchers.

These rules will include:

- The conditions to ensure the continuity of access to experimental resources by the interested researchers, with priority for the researchers of the University of Porto, while keeping its availability within a reasonable delay o time - condition for effective universal access.
 - Whenever there is a right to organic scheduling/reservation of extended periods of work (concerned with initial commitments for the equipment or laboratory installation) the scheduling procedure will always be subject to an advanced confirmation within a useful delay, in terms of enabling the effective use of the free periods - efficient use of the laboratories.
8. The agreements or contracts made by CEMUP must promote the efficient use of the existing resources, but cannot compromise its use by the researchers from other institutions, with priority for the researchers of the University of Porto, and must keep its availability within a reasonable delay o time.

9. CEMUP is committed to insure the confidentiality of all the information concerning the works that take place under its own responsibility.
10. The CEMUP clients must include a reference to the CEMUP laboratory where the experimental work took place, in any publication or public release of the data acquired at CEMUP.
11. CEMUP may refuse the access to the services and experimental resources, to the researchers, institutions or enterprises that failed to follow the CEMUP operation rules and / or to accomplish the commitments agreed in the frame of their relation with CEMUP.

CEMUP, 14 February de 2018

Approved by the Directive Committee

The Director of CEMUP

Dr. Carlos P. Moreira de Sá