

Wolfson Brain Imaging Centre, MR Scanning Facilities
User Terms for Cambridge University Researchers

Summary

This user agreement sets out the terms of the relationship between the researchers and the WBIC, and in particular how it is affected by University research agreements including with Siemens (for which a separate research undertaking letter is required). In broad terms this agreement exists to ensure that credit is given where credit is due. For any study, this will at least require that the WBIC is informed of any publication arising from studies performed (or partially performed) on the facilities, and credited as such within the publication. This information is extremely important to collate for future grant applications and reports. If a significant amount of physics development has been required, it would be appropriate to acknowledge this with authorship even if this is tangential to the main hypothesis of the paper. For the case of studies which have used sequences developed under the research agreement with Siemens (which includes early release sequences and any sequences developed "in house") we are obliged to inform Siemens prior to publication.

Reference below to the WBIC Director means the Director of MR. If in doubt about the meaning or application of these terms, consult the WBIC Director.

Facilities Available ("the Equipment"):

9am to 9pm, subject to staff and Equipment availability, the needs of acute studies and the efficient scheduling of scans. WBIC site rules apply. Access to Equipment code is limited to WBIC employees [and, with the consent of the WBIC Director, staff/students of the University of Cambridge]. No code may be loaded on or removed from the Equipment except without the prior written consent of the WBIC Director. Copies of scans are retained by the WBIC.

Approvals

- All use of the Equipment requires the prior approval of the Wolfson Resource Allocation Committee. No scans will be booked unless this is confirmed.
- Note that this committee will check and only approve scanning if the following are satisfactory:
 - Finance and paper work is in place, including ethics ARSAC, R+D approval, confirmation of Insurance cover.
 - This User Agreement has been signed by all proposed Users.
 - Any University obligations to third parties have been addressed (see further below).

Publication Conditions (including dissemination in any form) and Confidentiality

- Publication must comply with any University undertakings to third parties.
- All publication must acknowledge use of WBIC Equipment and any co-authors.
- Users may not publish research about modified or unmodified supplier code without the WBIC Director's written consent. Normally such code is confidential information (as may be any third party information) and consent of the owner of

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the information is required before any disclosure. If consent is given, WBIC and supplier authorship of these codes must be acknowledged in any publication.

- Data or images may not be given to third parties for further analysis unless this has been ethically approved. The WBIC Director's written consent is also needed because it is likely that scanning outputs will involve use of WBIC developed sequences, WBIC optimised supplier sequences and/or WBIC developed post processing analysis.

Intellectual Property

- Intellectual property in all "Results" achieved using the Equipment (including without limitation any images, data or code) are covered by the University's IP Ordinance
- Work done in pursuance of a University agreement with a third party will be subject to that agreement (see further below).
- In consideration of being allowed to use the Equipment the User hereby grants to the University an irrevocable, fully paid up licence to use the Results for all purposes (together with the right to sub-license).

University Agreements with third parties

Non exhaustive examples of where this might apply are use of third party funds, WIPs or source code or research collaboration. As part of the approval process

- a copy of any funding or other agreement supporting the User's work, including any MTA (whether entered by the University or personally by the researcher) must be given to the WBIC Director and
- any third party rights in relation to Results must be cleared with the WBIC Director. Note in particular:

- Third party material and Results are normally confidential.
- Intellectual property in Results may be subject to an option, licence, or assignment to the third party, be owned jointly with the third party or the Result may have to be placed in the public domain.
- The User (whether a member of staff or a student) hereby undertakes to assign or license all rights the User may have and to execute all documents and do such other acts as the University may require from time to time in order to fulfill the University's obligations under agreements with third parties related to the User's use of the Equipment.

I acknowledge receipt of the information set out in this User Agreement and agree to the terms set out above.

Signed:..... Name:..... ("User")

Department: Dated:.....