

MAKER SPACE MANUAL

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The MAKER SPACE at NOI Techpark was co-financed by the European Regional Development Fund (ERDF).

Summary of the most important information

- › In order to use the Maker Space, a user agreement must first be concluded. This is valid for one year and allows access to the agreed extent. The right of use is personal and tied to a natural person.
- › In addition to the usage plan, there are costs associated with the use of some devices. These costs are recorded automatically. The material is brought by the user himself or invoiced separately. Before using your own material, its suitability must be clarified with the Maker Space team.
- › The prerequisite for the use and execution of unauthorized activities in the Maker Space is the completion of a general safety briefing, for example in the form of an information video with passing an online test. In addition, the user needs a specific safety and basic briefing for each device he wants to use and then carries out the work autonomously or, if necessary, with the help of the Maker Space team.
- › When working in the Maker Space, the personal protective equipment appropriate to the respective activity must always be worn. The machines must be operated with caution and care, protection and access systems must not be removed or circumvented under any circumstances and any errors, defects or signs of wear and tear that occur must be reported immediately to the Maker Space team.
- › The user undertakes to use only those tools and machines for which he has been authorized after appropriate instruction and which he can use safely and safely in his own opinion.
- › No liability is accepted for personal belongings in the Maker Space or in the lockers.
- › The use of the equipment and tools in the Maker Space is at your own risk. Users of the Maker Space are themselves liable for damage they cause to equipment, materials, buildings and persons, and must therefore have liability insurance. Damage to tools and machines will be covered by the Maker Space's insurance with a deductible of €500 by the user.
- › All property rights and copyrights to the contents, concepts, sketches, plans, documents, production data, etc., which the users themselves bring into the Maker Space, make there or have made by NOI AG or third parties, remain with the user. It is the responsibility of the user to ensure that information that he is careful to keep secret is not freely accessible in the Maker Space in his absence.
- › NOI AG collects, processes and uses personal data of users itself or through service providers bound by instructions, insofar as this serves the purpose of the contractual relationship or is necessary for the investigation of criminal offences. This also applies to remote monitoring and video recording in the premises of the Maker Space during the absence of the team.
- › Photos and video footage of people or objects produced in the Maker Space will only be used with the express permission of the persons concerned.
- › Minors who have not yet reached the age of 18 may use the Maker Space to a limited extent and only with the written permission of a parent or guardian. Minors who have not yet reached the age of 16 may only enter the Maker Space if accompanied by a parent or guardian and are subject to their supervision.
- › The fair use principle applies – the Maker Space is available for research and development and not for series production.

Services and prices

The Maker Space charges the costs incurred for each user fairly and transparently according to the polluter-pays principle. The following cost categories are considered separately:

- › Fee for access to the Maker Space
- › Costs for the use of some devices, usually after the effective period of use
- › Costs for any materials used
- › Costs for obtaining safety instructions on the use of certain machines
- › Costs for any additional services (equipment reservation, locker, services, etc.)

Fee for access to the Maker Space

There are several usage packages available for access to the Maker Space. What they all have in common is that they contain the general safety briefing, which is valid for one year, as well as a credit that can be used for costs and services incurred by the Maker Space. The packages are valid for 365 days from the conclusion of the contract.

The different packages correspond to different usage scenarios and differ in the scope of access (number of days and times) to the Maker Space, in the credit and included services or discounts on additional services or services of the Maker Space. Packages can also include discounts for an extension to multiple employees of the same company.

The currently valid packages, their prices and conditions can be found on the website of the Maker Space, <http://makerspace.noi.bz.it/>.

Maintenance and operating costs and material costs

Most of the Maker Space's small appliances and tools can be used at no extra cost. The maintenance and operating costs incurred when using the larger machines are recorded and invoiced automatically or by the Maker Space team according to the effective period of use or resource consumption. The material to be processed is brought along (except 3D printing) or charged separately.

The full list of all equipment and current prices can be found on the Maker Space website, the prices of available materials are provided upon request.

Machine authorization and safety briefing

The machines, equipment and tools available in the Maker Space are subject to one of the following modes of use, depending on their complexity and the risk associated with their use:

- › Most small appliances and tools may be used autonomously after receiving the general safety briefing.
- › For large, dangerous or complicated equipment, an appropriate machine authorization must be obtained by instructing in the use of the device before use.
- › A few machines are only available in the form of services provided by the Maker Space team or external partners.

The mode of use, any safety and basic instruction required for each device, and its price can be found in the list of devices on the Maker Space website. The price of a safety briefing depends on the training required for the respective machine. The courses are conducted by appointment according to a pre-planned course calendar published on the homepage of the Maker Space; Desired dates, also for groups, are possible with an extra charge.

If you repeat a safety briefing that has already been taken, you only pay half the price. This discount is only valid for courses according to the course program and not for desired dates.

Zusatzleistungen und Dienstleistungen

› **Free support**

The Maker Space team is available during office hours (Mon-Fri from 9 a.m. to 6 p.m.) for questions and assistance.

› **Device reservation**

Most devices can be reserved 2 hours to 21 days in advance via the booking portal for a maximum of 4 hours per day and 8 hours per week (3D printer: 15 hours per day / 30 hours per week) and are not available to other users during this period. A reservation expires after 30 minutes if not used. In case of no-show, compensation will be charged! Any reservation costs depend on the selected usage package.

› **Locker**

Upon request from the Maker Space team, lockers are available on the ground floor of the NOI Techpark.

› **Order**

Carrying out prototyping services such as modification or production of CAD data, 3D printing or CNC cutting of parts, etc., by the Maker Space team or an expert appointed by the team. **Simplified processing** with billing via the credit balance as well as **turbo** (preferred processing) are possible.

› **Get help from profis**

Consulting, more intensive support and assistance in prototype construction by an expert at the agreed hourly rate.

› **Free initial consultations and brief consultations** regarding product ideas, manufacturing technologies, suppliers, etc., also in cooperation with other areas of NOI AG.

› **Exclusive use** of the Maker Space for events or increased secrecy (subject to availability): €150/hour for the Main Lab, €50/hour each for the other rooms.

› **Workshops and other events** according to agreement/calendar of events.

Terms

Access

Prerequisite for the active use of the Maker Space is the conclusion of a usage agreement with NOI AG. This agreement can be concluded by both natural and legal persons, but the right of use is always tied to natural persons and is non-transferable. The only exception is that companies, which have entered into a corresponding agreement, may transfer the access rights (but not the machine authorizations) for free and no more than once a month from one employee to another.

Registration is possible at any time and must be made in writing using the form provided for this purpose. When registering, one of the tariff models offered is selected or reference is made to an individual usage model, as well as a possible credit balance for additional services and material and machine costs is determined. The request to use the Maker Space can be denied without giving reasons.

Each user is assigned an NFC card (e.g. their own Südtirol Pass) or can be provided with a separate card upon request. This card can only be used by the designated user in the Maker Space and must be presented to the Maker Space team along with a photo ID upon request. The NFC card is used to activate the devices and machines in the Maker Space that the user is authorized to use, to enforce supervision during certain manufacturing processes, and to accurately record the duration of device usage for later billing purposes.

During registration, each user also provides a valid email address and receives one or more passwords that can be used to access the online services of the Maker Space. The user is obligated to keep these passwords confidential. NOI AG will not disclose the passwords to any third parties and will never ask its users for their passwords at any time. The user will promptly inform NOI AG if there is reason to suspect that a third party has obtained knowledge of the access data or is misusing the user's account.

Permission to use the Maker Space is granted in advance for a period of one year (365 days) within the scope of the agreed package. At the end of the first month, the parcel fee will be invoiced, together with any credit or costs incurred during this period. Any additional costs incurred later in excess of the credit will be invoiced monthly. The credit can be expanded at a later date.

Unless otherwise agreed, the right to use the facilities automatically expires after one year but can be renewed at any time through a new agreement. If this renewal does not take place, or if the usage agreement is terminated, all machine authorizations will be void and must be reacquired if the user wishes to resume later. The use of tools and premises is governed by the provisions of the tenancy agreement according to Art. 1571 of the Civil Code. The Maker Space maintains the equipment in technically sound and compliant condition and provides the user with the operating instructions for the equipment, which must be read. As part of the safety briefing, the user will be introduced to the proper and safe use of the equipment.

The User may only operate the Equipment in compliance with these General Terms and Conditions of Contract, always exercising the utmost care. The user is liable for the loss of the tools and for damage to the tools and premises, unless they have occurred for a reason for which he is not responsible.

The permission of use can be terminated without notice by NOI AG in the event of grossly negligent action, circumvention of the access system, transfer of the right of access or payment arrears.

Availability

The Maker Space is located on the ground floor of the NOI Techpark, South Tyrol's innovation district, at Via Alessandro-Volta-13A in Bolzano. It is open from Monday to Thursday from 2:00 p.m. to 9:30 p.m., on Friday from 9:00 a.m. to 9:45 p.m. and on Saturday from 8:00 a.m. to 7:45 p.m. and is closed on Sundays and public holidays. In addition, the Maker Space is closed for up to four weeks a year (e.g. Ferragosto, Christmas holidays and New Year's Day).

Users of the Maker Space have the option of using the Maker Space on the other mornings (Monday-Thursday 8:00 a.m. to 2:00 p.m.) after concluding a corresponding agreement.

The Maker Space Team is present in the Maker Space during core working hours from Monday to Friday from 9:00 a.m. to 12:00 p.m. and from 2:00 p.m. to 6:00 p.m. Outside of these hours, authorized persons can use the key issue at the Information Desk on the ground floor of the NOI Techpark and work in the Maker Space even without the presence of the team.

There is no legal entitlement to the availability of the laboratory infrastructure. Due to closed events, technical defects or other reasons, it may happen that parts of the Maker Space or the entire Maker Space are temporarily unavailable. There is no entitlement to a refund of fees derived from this.

The principle of "First-Come-First-Serve" applies to the use of equipment in the Maker Space. When a device or tool is available, it can be used. If the device is already in use or other users are waiting for it, individuals should communicate and coordinate among themselves. Additionally, devices can be reserved through the user portal. Reservations take priority! Of course, the device can still be used after the reservation period ends, as long as there is no other reservation in place or other users waiting for the machine to become available.

Safety

The prerequisite for independent activities in the Maker Space is the completion of a general safety briefing. This briefing is provided, among other things, as an online video followed by a comprehension test, covering general fire safety and security rules, as well as the safe use of simpler devices, tools, and their corresponding personal protective equipment. The general safety briefing authorizes the use of the devices and tools listed in the confirmation and must be repeated annually (every 365 days).

Before using any other devices and machines, regardless of a user's previous training and experience, additional safety and usage briefings must be completed. The authorization to use the respective device expires if it has not been used for more than a year. The authorization to use machines is strictly tied to the natural person who has completed the safety briefing and is not transferable to others under any circumstances.

Employees in a company who use the Maker Space during their working hours must either already have the specific occupational safety training required to work in the Maker Space and provide the appropriate proof, or have the safety and usage instructions carried out in the Maker Space certified by their employer or RSPP by means of a signature.

When working in the Maker Space, the appropriate personal protective equipment corresponding to the specific task must always be worn. Machines must be operated with caution and care, and protective and access systems must not be removed or bypassed under any circumstances. Any occurring errors, defects, or signs of wear must be

immediately reported to the Maker Space team. All users must conduct themselves in a manner that does not impair proper and safe operations and does not endanger or disturb other individuals.

Immediately after use, tools, machines, and protective equipment must be returned by the user to their designated storage location, so they are available for other users. The workspace should be left clean and tidy, and protective equipment should be cleaned and, if necessary, disinfected.

With the exception of events, eating is prohibited in the Maker Space for safety reasons, and drinks are only allowed in sealable containers. The consumption of alcohol and illegal substances is strictly prohibited. Operating tools and machines in the Maker Space is also prohibited while the user is under the influence of the aforementioned substances or medications that may hinder or impede safe operation. Bringing animals into the Maker Space is not allowed. Smoking is prohibited.

For the first unauthorized use of the devices after the briefing, a Maker Space employee must be present! The user undertakes to use only those tools and machines for which he has been authorized after appropriate instruction and which he can use safely and safely in his own opinion.

The operating instructions and an information page for each machine can be viewed via the Maker Space website. A label or plate with the name of the device, safety instructions and a QR code/NFC code can be found on each device or tool kit. This page can be accessed with your own smartphone via the QR or NFC code.

These instructions must be read carefully before commissioning. If anything is unclear, the Maker Space team is available.

Visitors, i.e. persons who have not received a safety briefing, are only allowed to enter the Maker Space in the presence of the team or other authorized persons. In this case, the accompanying person is responsible for ensuring that dangerous situations are avoided. Visitors are prohibited from using machines and tools, except with explicit permission and under the supervision of the team.

Equipment rental

The tools, equipment, and aids in the Maker Space must not leave the room in which they are provided and must be returned to their original location after use. However, it is possible to arrange a temporary loan with the Maker Space team; in such cases, it is up to the Maker Space team to decide whether and for what period the specific equipment can be borrowed and taken outside the Maker Space. Some devices or tools can be borrowed through their information page in the equipment catalog on the website. In this case, borrowing and returning can be done autonomously without intervention from the Maker Space team.

In any case, the equipment loan will be recorded in the administration system, and the recipient commits to using and safeguarding the item provided to them in accordance with Articles 1804 et seq. of the Civil Code. They must adhere to the safety regulations and accident prevention rules specific to the equipment and wear any prescribed personal protective equipment if necessary. The borrower must return the equipment within the agreed loan period to the Maker Space team and is fully liable for any damages or losses.

Unauthorized theft of equipment from the rooms of the Maker Space will be punished with a fine, as will exceeding the agreed loan period.

Liability

No liability is accepted for personal belongings in the Maker Space or in the lockers. Outside of the lockers, no items may be stored in the Maker Space. NOI AG reserves the right to dispose of illegally stored items at the user's expense without warning.

The use of equipment and tools in the Maker Space is at the user's own risk. Users must strictly follow the instructions given by the Maker Space team. Users are personally liable for any damages they cause to facilities, equipment, materials, buildings, and individuals, and therefore, they must have liability insurance. Damages to tools and machines will be covered by the Maker Space insurance without recourse to the user, subject to a deductible of 500€ borne by the responsible individual.

NOI AG is not liable for damage to the consumables of the users, regardless of whether it is a malfunction or a defect in the device.

Minors and other protected groups of persons

Minors under the age of 18 may only use the Maker Space with the written permission of a parent or guardian. Minors who have not yet reached the age of 16 may only enter the Maker Space if accompanied by a parent or guardian and are subject to their supervision. In both cases, the contract of use must be signed by the legal guardian.

Minors are prohibited from working in the wood and metal workshop, as well as from the autonomous use of the flammable liquids, gases and aerosols used in the Maker Space and some sensitizing substances such as solvents, adhesives and resins.

Any age restrictions and/or accompanying obligations by legal guardians at certain events are included in the respective event announcements.

Persons who belong to other protected groups of persons, such as pregnant women, wearers of active or passive implants or people with disabilities, must point this out during safety briefings and observe the warnings that apply to them on their own responsibility.

In the case of persons who are cared for by a person in charge due to their impairment, it is the responsibility of the supervisor to assess the person's abilities, to limit the permitted activities accordingly, to ensure compliance with safety regulations and to supervise the person.

Property rights/copyright

All protection and copyright rights to the content, concepts, sketches, plans, documents, manufacturing data, etc., that users bring to the Maker Space, create there, or have created by NOI AG or third parties, remain with the user. NOI AG commits to treating all critical, company-related information, data, and products of its users confidentially and securing access to digital data to the best of its knowledge and in accordance with the current state of technology. This applies particularly to the digital data uploaded to protected areas of the sharing platform or otherwise provided to NOI AG for services.

The user acknowledges that the premises of the Maker Space are accessible to many individuals, and the machines and computer systems are used simultaneously or in quick succession by different users. Therefore, it is the user's responsibility to ensure that information they wish to keep confidential is not freely accessible in the Maker Space during their absence. This specifically applies to manufacturing data temporarily stored in the publicly accessible areas of the PC systems. For sensitive phases in product development, the Maker Space can be booked exclusively to facilitate confidentiality.

All rights, particularly the copyright usage and exploitation rights to content, concepts, plans, training materials, reports, graphics, images, and documents that are published or otherwise provided by NOI AG, are protected by copyright unless explicitly released under a Creative Commons or similar license. Copying, downloading, distributing, and disseminating, as well as storing, is only allowed for the specified or expressly agreed purpose with NOI AG.

Surveillance

The Maker Space is equipped with a video surveillance system. This is only active when no one from the Maker Space team is present, and makes it possible to visually check remotely whether only authorized persons are working on the premises. Any accidents are also detected and rescue measures are initiated immediately.

In the event of accidents or criminal acts, the video recordings are stored on the video server for 48 hours and then irrevocably deleted.

The same rights apply to the video recordings as to all other personal data collected by NOI AG.

Privacy

NOI AG collects, processes and uses personal data of users itself or through service providers bound by instructions, insofar as this serves the purpose of the contractual relationship or is necessary for the investigation of criminal offences. When activating and using machines in the Maker Space, NOI AG collects the date, time and identification number of the user. In anonymized form, this data is also used to optimize the terms of use.

Personal data will be processed exclusively for the purpose of executing this agreement in accordance with applicable data protection law and in particular with EU Regulation no. 679/2016/EU.

The person responsible for data protection (DPO) is Gruppo Inquiries Srl (Dott. Andrea Avanzo), inquiries@pec.it. Requests regarding data protection or the exercise of personal rights, such as revocation of consent, can be directed to the Maker Space team or to privacy@noi.bz.it.

The complete Data Protection Policy of NOI AG is available on the following website: <https://noi.bz.it/de/privacy-cookie-policy>.

Use of image and video material

In addition to the data mentioned in the previous section, photos and video recordings of people, prototypes and other products manufactured in the Maker Space may be taken, especially at events, but also as part of other actions. This data is processed by internal agents, as well as by external partners appointed to create photos or videos and appointed as data processors.

NOI AG wishes to use this image and video material in particular for information and promotional purposes on activities carried out, by publishing or disseminating them on the institutional website (noi.bz.it and makerspace.noi.bz.it), by sending e-mails containing information or on the digital channels managed by NOI AG (Facebook, Instagram, LinkedIn, etc.), as well as in printed matter such as flyers and informative brochures.

In the case of publications where a short-term removal of the images is possible (such as photos on websites), NOI AG declares its willingness to comply with any request for the removal of the image material of the person concerned within a reasonable period of time; in the case of paper publications such as (e.g. flyers and brochures), NOI AG will use the already printed material including the rejected photos; in a later reprint, these images will be removed.

The legal basis for the described use for informational and promotional purposes is the explicit consent of the depicted or filmed individual, in accordance with EU Regulation 2016/679 on the protection and processing of personal data (GDPR) and Law No. 633 of April 22, 1941, for the area of "Protection of Author's Rights." Photos and videos featuring a user or their products will only be processed with their consent. This consent is optional, can be withdrawn at any time, and does not affect other contractual relationships with NOI AG.

Final provisions

The masculine or feminine designations used are solely for better readability and apply to both genders.

The place of performance and jurisdiction for all disputes relating to this contract is Bolzano. This agreement is governed by Italian law.

If individual parts of these terms and conditions are or become invalid, then the other provisions of these terms and conditions remain effective.

NOI AG reserves the right to announce changes to the modalities, prices and opening hours via the makerspace.noi.bz.it website. Typing and typing errors as well as errors are reserved.