



European Research Infrastructure supporting Smart Grid Systems Technology Development, Validation and Roll Out

Work Package 3

NA3 - Organisation and Management of Trans-national Access User Projects

Deliverable D-NA3.2

Regulation of the stay of the Users at the ERIGrid infrastructures

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Table of contents

Executive Summary	5
1 Introduction	6
1.1 Purpose of the Document	6
1.2 Scope of the Document	6
1.3 Structure of the Document	7
CONTRACT MODEL	8
1 Definitions	9
2 Access Provision	9
3 General Obligations of the Parties	10
4 Rights, Obligations and Responsibilities	10
5 Liability	11
6 Intellectual Property Rights	11
7 Confidentiality	12
8 Safety Provisions	14
9 Reporting	15
10 Access Expenses	16
11 European Commission Verification	17
12 Implementation and Termination	17
13 Governing Law	18
14 Addendum-A: Technical Annex	19
15 Addendum-B: Declaration of Use of ERIGrid Infrastructure	20
SIGNATURES	21

Abbreviations

<i>ARP</i>	Access Responsible Person
<i>EC</i>	European Commission
<i>EU</i>	European Union
<i>IP</i>	Intellectual Property
<i>RI</i>	Research Infrastructure
<i>TA</i>	Transnational Access
<i>USP</i>	User Selection Panel

Executive Summary

A core objective of the ERIGrid project is to provide Transnational Access to integrated Research Infrastructure, consisting of about 20 distributed installations that are located in 11 countries. The ERIGrid Transnational Access programme, is offered (mainly) to the European research community. This includes free of charge access to the integrated infrastructure, technological and scientific support and funding to cover travel and accommodation during stays.

For approved user's projects, a contract must be signed between the User Group and the access provider before access to the infrastructure can be provided. This document contains the contract model to be used as a reference for regulating the implementation of all projects and stays at ERIGrid infrastructures. Extensions or modifications to this basic template may be introduced by the access provider, so as to cater organisation specific policies, considerations and any national laws.

1 Introduction

The ERIGrid project aims to mitigate the lack of validation schemes for smart grid configurations, based on the implementation of a holistic and cyber-physical approach. The ERIGrid Pan-European Research Infrastructure (RI), which integrates 18 research institutions, supports the technology development and the roll out of smart grid solutions by the joint development of testing methods and validation procedures.

The ERIGrid RIs operates through an integrated approach of about 20 distributed installations, located in 11 countries. ERIGrid aims to place the RIs at disposal of the European research community, as well as industrial organisations, in a 4-year access programme supported by the European Commission (EC) in H2020.

ERIGrid offers free of charge Transnational Access (TA) to research infrastructures along with logistical, technological and scientific support to eligible external users. The TA scheme also covers the costs of travel and lodging for the stays¹. In order to become a beneficiary of this opportunity, the User Group (UG) must submit a proposal that will be evaluated by a User Selection Panel (USP). Once the proposal is approved by the USP and the work programme agreed between the UG and the Host Infrastructure, a contract must be signed for regulating the access, use conditions and responsibilities of all involved parties.

1.1 Purpose of the Document

Before the commencement of the project, a contract must be signed between the host RI (“Access Provider”) and the UG. The objective of this deliverable is to provide the base contract template, to be used as a reference model by all partners, for the regulation of access provided by the ERIGrid TA projects. Extensions or specific modifications may be introduced by each Access Provider as necessary (to cover country regulations, company policy, etc.). As a template, some fields must be introduced for each specific project by the Access Provider before its presentation to the User Group for signature.

1.2 Scope of the Document

The contract aims to cover the main issues that may be encountered during the stay of an external researcher group in a laboratory or infrastructure. Stays are for a limited period ranging from 1 week to 3 months maximum.

The contract includes the clear identification of UG members that are authorised to enter the infrastructure, the responsible person at the Access Provider that will act as the single point of contact for the UG during the project, basic conditions regarding confidentiality, liability, intellectual property rights and safety, all of which must be agreed upon well in advance. Reporting of project results by the users is key for the EC and therefore becomes binding by means of this contract. Finally, the conditions and procedure for reimbursement of expenses are also included.

Using the proposal as the first building block, the user must specify and agree with the Access Provider on a detailed Work Programme to implement the project in the infrastructure. This will include: objectives, tasks, experiment plan, time schedule, etc. The Work Programme will be placed in the “Technical Annex” of the contract.

The contract includes an initial stay duration for the access period, to be agreed upon by the UG and the Access Provider. However, the stay duration can change during the course of the project due to several factors. At the end of the stay, both the UG and the Access Provider must sign a declaration covering the final and definitive use of the infrastructure.

¹ For some international users there could be limitations. See Deliverable D-NA3.1 “General rules for the ERIGrid transnational access” for details.

1.3 Structure of the Document

Following the executive summary, an introductory section on the purpose, scope and structure of the deliverable is provided, before the contract model is presented.

The contract model starts with the definitions of terms used in the document, followed by the identification of the UG members, the Access Provider, the involved installation and the agreed period of access. The rights and responsibilities of the beneficiary (UG) are detailed in the next section. The core of the Contract is formed by the “Liability”, “Intellectual Property Rights”, “Confidentiality”, and basic “Safety Provisions” chapters. The following two sections are very relevant for ERIGrid as a H2020/INFRASTRUCTURES project, as they tackle “Reporting” mainly by the User Group and “Access Expenses” and its reimbursement.

The contract model is complemented by a Technical Annex detailing the Work Programme of the project (Addendum-A), and a declaration of the final use of the infrastructure to be signed by the UG and the Access Provider after the stay.

The last page of the contract is the signatures page, by which all clauses are understood and agreed by the two Parties (the UG as beneficiary, and the Access Provider).

CONTRACT MODEL

FOR USE BETWEEN THE USER GROUP AND THE ACCESS PROVIDER UNDER THE ERIGrid TRANSNATIONAL ACCESS PROGRAMME

BY AND BETWEEN:

- (1) *<Access Provider name>* is a partner of the ERIGrid project [Grant Agreement N° 654113], under the H2020 Research Programme [INFRAIA-1-2014/2015] (hereinafter "ACCESS PROVIDER"), and
- (2) The User Group developing the PROJECT linked to the Proposal *<Proposal Acronym>* [*<Proposal Reference>*], beneficiary of the ERIGrid Transnational Access (hereinafter "USER").

Hereinafter may be referred to individually as a "Party" or collectively as the "Parties".

This Contract is to enable the USER to get access to the INSTALLATION provided by the ACCESS PROVIDER to carry out a PROJECT assessed and approved during the ERIGrid *<1st, 2nd, 3rd, ...>* Call for Transnational Access Proposals.

USER	
Proposal Acronym	
Proposal Reference	
Name of the User Group Leader	
Home Institution of the User Group Leader:	
Name	
Address	
Country	

ACCESS PROVIDER	
Name of the ACCESS PROVIDER	
Name of the ACCESS PROVIDER representative	
INSTALLATION:	
Name	
Address	
Country	

The Parties agree the following:

1 Definitions

The Parties agree the following definitions:

- 1.1 **USER:** comprises all User Group members having access to the INSTALLATION provided by the ACCESS PROVIDER.
- 1.2 **INSTALLATION:** group of instruments/devices being a part of a research infrastructure that can be used independently from the rest, and to which the USER has been awarded access by the ACCESS PROVIDER according to the TA scheme.
- 1.3 **PROJECT:** research activities to be undertaken by the USER at the INSTALLATION according to the work programme annexed to this Contract ("Technical Annex").
- 1.4 **RESULTS:** means any tangible or intangible output of the project, such as data, knowledge or information that is generated in the project, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.
- 1.5 **BACKGROUND:** means any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights, which is: (1) held by participants prior to their accession to the action, (2) needed for carrying out the action or for exploiting the results of the action, and (3) identified by the participants.
- 1.6 **ACCESS DAY:** day spent by the USER at the INSTALLATION performing the research activities of the PROJECT. This includes also the additional days dedicated by the ACCESS PROVIDER to prepare the INSTALLATION for the PROJECT (set-up of the experiments).
- 1.7 **STAY DAY:** day spent by the USER performing the PROJECT in the country where the INSTALLATION is located; it includes the ACCESS DAYS in the INSTALLATION, working days at the ACCESS PROVIDER's office², and weekend days if applicable.

2 Access Provision

- 2.1 **Access Responsible Person (ARP):** the ACCESS PROVIDER shall nominate an ARP for the PROJECT which will be developed by the USER at the INSTALLATION. The ARP shall be in charge of supervising the experimental activity at the INSTALLATION (including the safety matters), and supporting the USER in all technical, administrative and logistic needs. During the PROJECT, when an issue dictates the need for support request by the USER, the first point of contact should always be the ARP.
- 2.2 The ACCESS PROVIDER agrees to provide access to the INSTALLATION as needed for the PROJECT as follows:

INSTALLATION name	
Start → End date	.../.../... → .../.../...
N° of Access Days	

Parties acknowledge the above schedule. In case of schedule modifications, the ACCESS PROVIDER must inform the USER within five (5) days notice minimum.

² Normally, in addition to the effective work at the INSTALLATION, the USER will carry out some tasks at the ACCESS PROVIDER premises (not at the INSTALLATION but in the office): preparation of the experiments, analysis and processing of intermediate results, etc.

Once the access to the INSTALLATION is finished, the USER and the ACCESS PROVIDER must declare the final use in terms of “access days” and “stay days”, in accordance with the standard Form of Addendum-B.

- 2.3 Before and after the USER access, the ARP and the USER check together the functioning conditions of the INSTALLATION for the scope of the PROJECT. Possible malfunctions are reported in a specific Report countersigned by both Parties.

3 General Obligations of the Parties

- 3.1 Notwithstanding the “Governing Law” Clause, the Parties shall each abide by their own respective national laws and regulations including, but not limited to, laws and/or regulations which govern employment, immigration, taxation, social security, personal and public liability and insurance.
- 3.2 The Parties shall act in good faith to resolve any dispute, controversy or claim (the “Matter”) via referral of the Matter to its senior management representative for dispute resolution between the Parties concerned. Where the Matter has not been resolved to the reasonable satisfaction of the Parties concerned within forty five (45) days or such longer period as may be mutually agreed between the Parties concerned, the Parties shall refer the Matter to the Court for resolution (“Governing Law” Clause).
- 3.3 Except as expressly provided for in this Contract, none of the terms and conditions herein shall be enforceable by a Third Party.

4 Rights, Obligations and Responsibilities

- 4.1 The USER must have the appropriate insurance to cover all members of the User Group during the stay period.
- 4.2 The USER is responsible to behave always in a manner that is ethical, legal and not to the detriment of others.
- 4.3 The USER must act in such a manner as to not cause damage to the physical equipment. Accidental damage, or damage caused by other Parties, should be reported to the ARP as soon as possible so that corrective actions can be taken.
- 4.4 The USER is responsible for protecting their own files and data from reading and/or writing by other Parties.
- 4.5 The USER has the right not be harassed while using the INSTALLATION, whether it is physical, verbal, electronic, or any other form of abuse. Harassment should be reported immediately to the ARP.
- 4.6 The USER must enjoy a reasonable standard of care in relation to health and safety at its place of work, similar to the ACCESS PROVIDER’s staff holding a similar position.
- 4.7 The USER must not intentionally develop or use programs to bypass system security mechanisms, harm the system, steal passwords or data, evade software licensing or copyright restrictions, or replicate themselves (viruses, worms,...).
- 4.8 No software is to be downloaded and/or installed onto any of the INSTALLATION machines without the explicit consent of the ARP; this includes, but is not limited to, applications, utilities,

fonts, games, and web browser plug-ins. If the USER needs software to be installed onto the INSTALLATION machines, he must submit a request to the ARP; all requests will be reviewed for cost, licensing restrictions, and security aspects. Installing software that violates licence agreement and copyright laws is strictly prohibited.

- 4.9 Software in use on the ACCESS PROVIDER's facilities, unless it is stored in areas specifically marked as containing software available for copying, may not be copied to external disks, pen drives, including any other media, or otherwise removed from the facilities. Copyrighted or licensed software may not be copied whole or in part.
- 4.10 Under no circumstances may the USER alter a file that does not belong to him or her without prior permission of the file owner. Files owned by the USER are to be considered private property, whether or not they are accessible to other USERS.
- 4.11 ACCESS PROVIDER's facilities and network connections must not be used for the purpose of making unauthorised connections to, breaking into, or adversely affecting the performance of other systems on the network, whether these systems and network are owned by the ACCESS PROVIDER or not.
- 4.12 The USER must get notice in advance about system shutdowns for maintenance, upgrades or changes. Efforts must be made by the ACCESS PROVIDER to give the USER a chance to save its work before the system is taken out of service. However, in the event of an emergency, the ACCESS PROVIDER may shut down systems with little or no advance notification.

5 Liability

- 5.1 The ACCESS PROVIDER does not accept liability for any use of the RESULTS generated in the PROJECT. In the event of Third Party claims for compensation against the ACCESS PROVIDER arising from the USER's exploitation of PROJECT RESULTS (including but not limited to claims based on product liability regulations), the USER shall – notwithstanding anything to the contrary set out herein – defend and hold the ACCESS PROVIDER harmless from such claims.
- 5.2 In case of unavailability of the INSTALLATION, the ACCESS PROVIDER cannot be held responsible. Under no circumstances, can the USER obtain any compensatory damages.
- 5.3 In agreeing on access to the INSTALLATION, each Party acknowledges that due to the intrinsic nature of research, specific results or outcomes cannot be guaranteed when carrying out the experimental research, and therefore, the ACCESS PROVIDER will not be responsible of any associated delays in the PROJECT.
- 5.4 No Party shall be responsible to any other Party for any indirect or consequential loss or damages such as, but not limited to, loss of profit, loss of revenue or loss of contracts howsoever caused.
- 5.5 Each Party shall be solely liable for any loss, damage or injury caused to any third parties resulting from the performance of said Party's obligations under this Contract or under the PROJECT.

6 Intellectual Property Rights

- 6.1 The USER must obtain written permission from the owner of any BACKGROUND IP before using it in the PROJECT, and must comply with any conditions set by the owner. Ownership of BACKGROUND IP will remain unchanged by this Contract.

- 6.2 The ACCESS PROVIDER will, on request from the USER, and where it is free to do so, make available on a non-commercial royalty-free basis, any own BACKGROUND which is reasonably needed for the PROJECT.
- 6.3 RESULTS generated during the PROJECT will be owned by the Parties which generate it.
- 6.4 Where RESULTS, which have been generated jointly and inseparably between the USER and the ACCESS PROVIDER as a result of their collaborative efforts and it is impossible to ascertain individual shares based on their respective intellectual contributions, then such jointly developed RESULTS shall be jointly owned by the USER and the ACCESS PROVIDER ("Jointly Owned RESULTS" and "Joint Owners" respectively). The Joint Owners shall establish a separate Agreement in writing regarding the allocation, protection measures and terms of exercising such Jointly Owned RESULTS on fair and reasonable terms and shall take into account the contributions to the PROJECT made by each of the Joint Owners.
- 6.5 Where no joint ownership agreement has yet been concluded between the Joint Owners of the Jointly Owned RESULTS pursuant to Clause 6.4 then the Joint Owners hereby agree that the following terms shall apply:
- a) Each of the Joint Owners shall be entitled to grant non-exclusive licences to Third Parties (excluding the right to sub-licence) to their Jointly Owned RESULTS and without requiring the prior consent of the other Joint Owner/s subject to the following conditions:
 - At least forty five (45) days prior written notice must be given to the other Joint Owner/sand
 - Fair and reasonable compensation must be provided to the other Joint Owner/s
 - b) The Joint Owners shall agree on all protection measures and the division of related cost in advance of 6.5.a) above.
- 6.6 Each of the Joint Owners shall be entitled to use the Jointly Owned RESULTS solely for non-commercial research and development purposes on a royalty-free, non-exclusive, non-transferable basis as long as the protection of such Jointly Owned RESULTS is not adversely affected. Such non-commercial research shall include research projects with third parties within the limitations as set out in this Clause 6.6.

7 Confidentiality

- 7.1 Subject to the provisions set out herein, both Parties will keep confidential any Confidential Information (as defined below) communicated or disclosed to them by the other Party in connection with the PROJECT.
- 7.2 Exchange of Confidential Information will be on a bilateral basis between the USER and the ACCESS PROVIDER.
- 7.3 Notwithstanding anything to the contrary set out herein, any BACKGROUND or RESULTS owned by the ACCESS PROVIDER shall be treated as Confidential Information by the USER, in line with this Article.
- 7.4 The Confidential Information of the USER shall (where possible) be destroyed, diced or otherwise made invisible and unavailable to any other USER(s), unless otherwise specified on a case by case basis. If destroyed, such destruction shall be guaranteed in writing.

7.5 Each Party's acceptance and use of Confidential Information shall be subject to the following:

- a) For purposes of this Contract, "Confidential Information" means any and all information and/or data in any form and of any nature whatsoever -including, but not limited to, all written or printed documents, samples, models, and/or information whether or not patentable-all non-public and/or proprietary information disclosed by either Party ("Provider") to the other Party ("Recipient") in the course of the PROJECT pursuant to this Contract, whether disclosed in oral, written, graphic, machine recognizable (including computer programs or data bases), model or sample form, or any derivation thereof.
- b) Prior to disclosure, the Provider shall inform the Recipient of the nature and general content of the Confidential Information which is forthcoming. The Recipient may refuse the acceptance of Confidential Information prior to its disclosure. If refused Confidential Information is sent to the refusing Party nevertheless, the refusing Party will inform the Provider, destroy the Confidential Information in question and the relevant Confidential Information will be considered as not disclosed.
- c) Confidential Information, if in written or other tangible form, must be marked or designated in writing by the Provider with a notice indicating its proprietary nature, and if in oral form or visual form, must be summarized in writing and delivered to the Recipient within thirty (30) days from the disclosure of such Confidential Information.
- d) Where a Party does accept such Confidential Information, it shall use no less than the same degree of care it uses for its own Confidential Information (and in any event, reasonable standard care), and shall use its best efforts not to publish or otherwise reveal the Confidential Information to its personnel not involved in the PROJECT or to individuals outside its organization without the prior written permission of the disclosing party. Confidential Information shall only be disclosed to the Recipient's own employees who have a reasonable need-to-know the Confidential Information within the frame of the PROJECT and who shall be bound by confidentiality obligations at least as stringent as the one provided for in this Article.
- e) The Recipient shall not copy, disassemble, reverse engineer or decompile the Confidential Information without prior written consent of Provider. Any such copies shall be identified as belonging to Provider and prominently marked "Confidential".
- f) The Recipient shall not disclose another Party's confidential information to any Third Party without the prior written consent by the Disclosing Party, except to the European Commission strictly for the purpose of the PROJECT and for no other purpose.
- g) Information shall not be deemed Confidential Information, and the Recipient shall have no obligation with respect to any information for which the Recipient can prove:
 - Is already in the public domain or becomes available to the public through no breach of this Contract by the Recipient; or
 - Was in the Recipient's possession prior to the receipt from the Provider; or
 - Is received by the Recipient from a third party free to disclose such information to the Recipient; or
 - Is subsequently and completely independent from the receipt of the Confidential Information developed by Recipient; or
 - Is required to be disclosed by the Recipient pursuant to any order or requirement of a Court, Administrative Agency, or any other Governmental Agency, provided that the Recipient shall, to the extent it is lawfully able to do so, give the Provider prompt written notice of such order or requirement prior to disclosure, allow the Provider to contest or seek an appropriate protective order, and comply with the Provider's reasonable instructions to protect the confidentiality of the Confidential Information.

- h) Confidential Information shall remain the property of the Provider and shall, where practically and legally possible, be destroyed or returned to the Provider along with all copies thereof upon termination or expiration of the Contract. If destroyed, such destruction shall be guaranteed in writing.
- i) The Recipient shall promptly advise the Disclosing Party in writing of any unauthorised disclosure, misappropriation or misuse of confidential information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
- j) The confidentiality obligation with respect to any Confidential Information shall remain in force for a period of three (3) years from the date of expiration of termination of the Contract.

7.6 It is understood that the ERIGrid Consortium Agreement contains confidentiality obligations and restrictions for the ACCESS PROVIDER at least as stringent as the ones provided in these Contract to protect unauthorized disclosure of the Confidential Information of the USER.

8 Safety Provisions

- 8.1 The ACCESS PROVIDER will take reasonable care to ensure the safety of the USER during their access to the INSTALLATION, in compliance with all relevant and prevailing regulations such as Health, Safety and Security Regulations. It cannot be held liable for death or injury to Users caused through their own negligence.
- 8.2 The ACCESS PROVIDER should coordinate general preventive actions defined by the Law of *<Country of Installation>*.
- 8.3 The USER will follow the safety instructions and procedures of the INSTALLATION to be used for the PROJECT and for the ACCESS PROVIDER's premises in general. The USER will adhere to all hazard control requirements specified for the INSTALLATION.
- 8.4 The USER must be informed about the emergency equipment and procedures, escape route, rescue plan and special dangers in the ACCESS PROVIDER's facilities. It is upon the ACCESS PROVIDER to make the USER sign a declaration to confirm that they have received and agreed the necessary safety and security instructions.
- 8.5 The USER must not use the INSTALLATION without written permission from the ARP.
- 8.6 The USER must not use the INSTALLATION without the presence of the ARP or her/his delegate.
- 8.7 Before beginning any experiment at the INSTALLATION, a safety review must be conducted to consider potential hazards of the set-up and the experimental procedure, and to follow the appropriate safety precautions.
- 8.8 During the PROJECT experiments, working areas must be kept clean and free from obstacles. Clean-up should follow the completion of any experiment.
- 8.9 If applicable, the USER will carry his own proper protective clothing and equipment and wear them for the experiments of the PROJECT.
- 8.10 Unless otherwise agreed, food and drink (including water) are not to be brought into the INSTALLATION at any time. Eating, drinking and smoking are not allowed at the INSTALLATION.

- 8.11 The USER must use the INSTALLATION in accordance with the supplier User Guide/s or the INSTALLATION User Manual/s (if any). The USER will read the Safety Data Sheet (if any) before using the INSTALLATION.
- 8.12 The USER must be alert to unsafe conditions and call attention to them so corrections can be made as soon as possible. The USER will report any accident, injury, dangerous situation, or unusual occurrence immediately to the ARP or delegates, and will follow the corresponding instructions.
- 8.13 The USER acknowledges that the INSTALLATION must be operative when given it back. The USER undertakes in faith to let the ARP known of any malfunctions the USER might encounter during the use of the INSTALLATION.
- 8.14 In case of direct involvement of the USER in activities related to potential personnel risks (i.e. components/instrumentation installation and set-up), the USER must prepare, and send in advance to the ACCESS PROVIDER for approval, a Safety Plan for the foreseen activities that includes risk assessment (evaluation of potential risks, potential cases and prevention measures) and a list of personnel involved in the activities (the only allowed to perform them).

9 Reporting

- 9.1 The ACCESS PROVIDER has the obligation to keep the Commission informed about the use being made of the INSTALLATION.
- 9.2 The ACCESS PROVIDER will fill a questionnaire on the host experience for the PROJECT according to the provided template.
- 9.3 Aligned with Deliverable D-NA3.1 indications, the USER will:
- Report to the ACCESS PROVIDER on the progress of the work when required by the ARP for the PROJECT.
 - Fill the European Commission's on-line questionnaire providing feedback about the access and the stay at the ACCESS PROVIDER's facilities:

<https://ec.europa.eu/eusurvey/runner/RIsurveyUSERS>

This tool is used by the Commission to evaluate the Research Infrastructures Action and monitor the ERIGrid Grant Agreement.
 - Complete an extended abstract ("Project Fact Sheet") for the PROJECT according to the provided template.
 - Prepare a detailed Technical Report, describing the objectives and experiments, and comprising the obtained results and conclusions. In case the Technical Report contains confidential information (for example, for some industrial users), special provisions will be taken by ERIGrid and the European Commission.
 - Inform the ACCESS PROVIDER of any publication or presentation made on the work of the PROJECT to provide evidence of the soundness of the scientific work performed at the ACCESS PROVIDER's INSTALLATION under this opportunity. This information may be used by the ACCESS PROVIDER in its reports to the Commission.

- f) Note that ERIGrid reports to the European Commission will contain the names, home institutions and description of the work of the USER. The ERIGrid website will publish a list of projects naming the researchers' organizations, research project titles and short descriptions, and the facilities used. Users must also note that the European Commission has the right to publish the list of users.

9.4 The USER will submit documents "b)", "c)" and "d)" to the ERIGrid TA Manager within one (1) month after the end of the stay.

9.5 USER's publications mentioned in "e)" must:

- a) Be in English (at least the first one associated to the access).
- b) Display the EU emblem.
- c) Indicate that they reflect only the author's view and that the Commission is not responsible for any use that may be made of the information they contain.
- d) Include the following acknowledgement:

"This <insert here the type of research/result> has been <performed/achieved> using the ERIGrid Research Infrastructure and is part of a project that has received funding from the European Union's Horizon 2020 Research and Innovation Programme under the Grant Agreement No. 654113. The support of the European Research Infrastructure ERIGrid and its partner <name> is very much appreciated".

10 Access Expenses

10.1 The transnational access offered by ERIGrid covers the User Group's expenses for travel and subsistence according to the H2020 rules and the ACCESS PROVIDER conditions (see Deliverable D-NA3.1 "General rules for the ERIGrid transnational access").

10.2 No other costs (other than eligible travel and subsistence costs) may be claimed by the User Group pursuant to the PROJECT.

10.3 The ACCESS PROVIDER will:

- a) Provide free access to the INSTALLATION and assist the USER in the use of the INSTALLATION as specified in this CONTRACT.
- b) Reimburse eligible travel and subsistence expenditures of the USER, which are reasonably and properly incurred during the access period in relation to the PROJECT. The Access Provider will retain the reimbursement of the 30% of the User Group's expenses until the completion of the mandatory reporting by the User Group (clauses 9.3.b, 9.3.c and 9.3.d).

10.4 The USER will:

- a) Agrees to maintain detailed records relating to its travel and subsistence expenses claims and shall submit to the ACCESS PROVIDER for approval the corresponding invoices/receipts when the access is finished³. As an alternative for the subsistence expense

³ For the declaration of the incurred expenses a template is provided in Annex 3 of Deliverable D-NA3.1. Normally, the ACCESS PROVIDER will indicate a reference maximum amount per person for the daily subsistence fee as an indication for the users.

coverage, the USER can receive a daily grant of XXX,YY EURO/day as a lump sum covering all expenses for subsistence during the stay at the ACCESS PROVIDER's facilities; in this case, the USER will sign the corresponding receipt during the access.

- b) Agrees to submit to the ACCESS PROVIDER only those claims for travel and subsistence expenses which have been legitimately incurred in connection with the PROJECT.
 - c) Acknowledges and agrees that its travel and subsistence claims may be onward disclosed by the ACCESS PROVIDER to the European Commission for the purpose of a financial audit.
 - d) Acknowledges that the European Commission may require specific proof of travel expenditure in the form of original receipts.
 - e) Will make reasonable travel and daily subsistence expenses: low-cost company, economy class and public transportation, whenever possible, accommodation in conventional (not luxury) hotels or equivalent lodging, and meals in regular restaurants.
- 10.5 The ERIGrid TA scheme does not fund the research involved in the PROJECT (e.g. the researchers wages), only the mentioned associated travel and subsistence expenses.
- 10.6 The USER shall be solely liable for justifying any travel and subsistence claims to the European Commission. In the event that the European Commission demands the return of any overpayment made to the USER where a claim (or part of a claim) has been deemed to be an ineligible cost, the USER shall be solely responsible for re-funding of any such payment immediately to the ACCESS PROVIDER upon written demand. The USER agrees to keep the ACCESS PROVIDER fully indemnified against any and all claims or refunds that the ACCESS PROVIDER is required to make to the European Commission on behalf of the USER.

11 European Commission Verification

- 11.1 The USER acknowledges that the Commission has the right to carry out a technical verification of the PROJECT and that this may involve a site visit during which documents are accessed and progress assessed. The User agrees to cooperate in such an audit and acknowledges the Commission's commitment to treating technical information in confidence.

12 Implementation and Termination

- 12.1 Notwithstanding the date of execution hereof which shall occur on the later date of signature between the Parties, this Contract shall have effect as from <insert date> (the "Effective Date") and shall remain in full force and effect for the access period.
- 12.2 If there is a conflict between this Contract and the Grant Agreement, then the latter shall take precedence.
- 12.3 No modification shall be made to this Contract except with the prior written consent of the Parties which shall be made by amendment to this Contract by duly authorised signatories of the Parties.
- 12.4 Should any provision of this Contract become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Contract which shall continue in force notwithstanding such severance. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

- 12.5 Either Party may terminate this Contract at one month's written notice for major technical or economic reasons affecting the PROJECT.
- 12.6 Those provisions of this Contract which by their nature or implication are required to survive expiry or termination of this Contract shall so survive and continue in full force and effect, together with any other provisions of this Contract necessary to give effect to such provisions.

13 Governing Law

- 13.1 This contract is governed by the law of *<Country of ACCESS PROVIDER>*.
- 13.2 Nothing in this Contract shall be deemed to require a Party to breach or violate any mandatory national laws or regulations in the country where a Party is operating.

14 Addendum-A: Technical Annex

This Addendum must contain the Technical Annex that describes the work programme of the PROJECT to be performed during the access period in the INSTALLATION. This Technical Annex must be coherent with the proposal approved by the User Selection Panel according to the established criteria (even though some adjustments in practice can be introduced if agreed between the USER and the ACCESS PROVIDER).

Please note that significant modifications of the technical content or the access conditions (e.g., number of access days) with respect to the planned ones in the proposal should be checked with the ERIGrid TA Manager and the ERIGrid Coordinator for approval, before the access can take place.

(Please insert the Technical Annex here)

15 Addendum-B: Declaration of Use of ERIGrid Infrastructure

After the stay and when the access to the INSTALLATION is finished, the USER and the ACCESS PROVIDER must declare the final use in terms of “access days” and “stay days”, in accordance with the following template.

DECLARATION OF USE OF ERIGrid INFRASTRUCTURE

Identification of the User Project (Acronym)	
Name of the User Group Leader	
Home Institution of the User Group Leader	
Name of the INSTALLATION	
ACCESS PROVIDER	

We declare that the INSTALLATION has been used according to the following figures:

Name of User	User Nationality	Home Institution and Country	Start →End date	Nº of Stay Days	Nº of Access Days

In the name of the User Group	In the name of <i><Access Provider name></i>
<i><Signature of the User Group Leader></i>	<i><Signature of the ACCESS PROVIDER representative></i>
Name:	Name:
Title:	Title:
Date:	Date:

SIGNATURES

We agree to conduct the PROJECT in the manner described in this document. IN WITNESS WHEREOF, the undersigned have signed the present Contract.

For and on behalf of the User Group	For and on behalf of <i><Access Provider name></i>
<i><Signature of the User Group Leader></i>	<i><Signature of the ACCESS PROVIDER representative></i>
Name:	Name:
Title:	Title:
Date:	Date:

NOTE:

The appointment of the User Group Leader by all Institutions involved in the User Group should be annexed.