

Terms and Conditions of Access

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1. Scope and Purpose

These Terms and Conditions of Access (hereinafter referred to as ‘TCA’ regulate the granting and provision of Excellence-Based Access to the ELI Facilities. **Acceptance of the TCA is a requirement for the submission of Experiment Proposals and eventual provision of Access to ELI.**

By submitting your proposal or using the ELI Facilities, you are agreeing to the following terms and conditions on behalf of yourself and the organisation which you represent (hereinafter referred to, where relevant, as “User’s institution”) and you warrant that you are duly authorised to do so on behalf of that organisation. The words “you” and “your” shall refer to both the User and the User’s institution. When these TCA impose obligations on the User, such obligation shall also apply to the User’s Institution.

These TCA do not apply to Mission-Based Access and Proprietary Access, which shall be subject to specific contractual arrangements.

2. Definitions

For the purposes of these Terms and Conditions, the following definitions shall apply:

- **Access:** legitimate and authorized admission, whether physical, remote or virtual, to the scientific equipment, sets of instruments, resources (including databases, archives, software and ICT infrastructure), and related services as advertised by ELI ERIC on its website (www.eli-laser.eu), ELI User Portal and related platforms. and made available to Users with a view to perform scientific research activities. In these TCA, Access refers to Excellence-based Access mode.
- **Background Intellectual Property (Background IP):** any data, know-how or information, whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights, that is held by one of the Parties before submission of an Experiment Proposal and is needed to implement the Proposal and/or exploit its results.
- **Excellence-Based Access:** process according to which Access is granted free of charge following competitive evaluation of the excellence and scientific merit of Experiment Proposals by ELI's Programme Advisory Committee and assessment of their technical and safety feasibility. Results of Experiments performed as part of this Access process should be published and made open.
- **Foreground Intellectual Property (Foreground IP):** any output of the Experiment such as data, knowledge or information, whatever its form or nature, whether it can be protected or not, that is generated in relation with an Experiment, as well as any rights attached to it, including intellectual property rights.
- **ELI ERIC:** the legal entity responsible for the operations of the ELI ERIC Facilities, namely the ALPS facility (located in Hungary) and the Beamlines facility (located in the Czech Republic). Where the implementation of these TCA involves specifically the ELI-NP Facility, the TCA refer to the Horia Hulubei National Institute for R&D in Physics and Nuclear Engineering, which hosts and is responsible for operating the NP facility. For matters applying to all ELI Facilities, these TCA refer to 'ELI'.
- **ELI Facilities:** the ELI ALPS, ELI Beamlines, and ELI-NP Facilities
- **Experiment:** a set of tests and procedures carried out under controlled conditions at the ELI Facilities with the support, participation, and supervision of ELI Staff with the aim to determine the validity of a hypothesis or make a discovery within a research field.
- **Joint Intellectual Property (Joint IP):** information and/or intellectual property, whether or not protected, arising from an Experiment and resulting from the joint intellectual contributions of the User and ELI Staff.
- **Principal Investigator (PI):** the leader of the Experimental Team responsible for submitting the Experiment Proposal to ELI ERIC and serving as the main point of contact for all further communications with ELI ERIC and the ELI Facilities. In the event the PI is unable to be present on-site during the performance of the Experiment, the

PI may appoint a substitute PI, who must be a qualified scientist and shall be present at the relevant ELI Facility for the duration of the Experiment. The PI shall notify ELI in writing on the appointment of a substitute PI prior to the scheduled arrival of the Experimental team.

- **Peer Review Panel (PRP):** committee of independent experts appointed by ELI ERIC and responsible for evaluating the excellence and scientific merit of the Experiment Proposals submitted to ELI through the ELI User Office System and for providing advice on the Proposals that should be awarded Access to the ELI Facilities.
- **ELI Staff:** representatives of ELI, whether employed or contracted, assigned with the responsibility to support the provision of Access to Users.
- **User:** any natural person who submits a Proposal to perform an Experiment at the ELI Facilities or who participates in an approved Experiment, whether individually or as part of the Experimental Team. ELI Staff may act as PIs or team members. Upon acceptance of a Proposal, the User is bound to these TCA.
- **User Institution:** the organisation with which a User affiliates for the purpose of an Experiment and that the User warrants she or he is legally authorised represent by submitting a proposal or taking part in it in accordance with these TCA.
- **User Portal:** the online platform operated by ELI ERIC and accessible at up.eli-laser.eu providing information on Calls for Proposals published by ELI ERIC and encompassing related platforms to support all proposal-related processes, including:
 - **ELI User Registry** (ureg.eli-laser.eu), for creating and managing User Accounts;
 - **ELI User Office System**(uos.eli-laser.eu), for submitting and processing Experiment Proposals.

3. Admission to the ELI Facilities

3.1 Under these TCA, ELI ERIC (or the Horia Hulubei National Institute for R&D in Physics and Nuclear Engineering for the ELI-NP Facility) will make available capabilities hosted at the ELI Facilities as advertised within the framework of Calls for Proposals for the sake of carrying out scientific experiments jointly with ELI. These TCA only apply to Users who have applied for beamtime through the ELI ERIC User Office System and have had their Experiment Proposals reviewed by the PRP.

3.2 Admission to the ELI Facilities is subject to a decision by the ELI ERIC Director General (or the ELI-NP Project Director for Access to the ELI-NP) following evaluation of the scientific merit of the Proposal by the PRP and confirmation of the feasibility of the Experiment by the responsible staff of the ELI Facilities.

3.3 To be eligible for evaluation by the PRP and feasibility assessment, Experiment Proposals have to be submitted prior to the deadline for submission communicated by ELI and include all required information as specified on the ELI User Portal and ELI User Office System. ELI reserves the right to extend deadlines for submission.

- 3.4** Experiment Proposals shall be submitted via the ELI User Office System by PIs with a valid User account. User accounts must be created through the ELI User Registry. If the User deactivates the account, they will no longer be able to use the services available through the ELI User Office System. ELI ERIC reserves the right to deactivate a User account if no activity is registered for a continuous 3-year period (no login by the User).
- 3.5** The admission to ELI Facilities is granted only to Users that are either employed by a User Institution or authorized to legally bind the User Institution. All Users involved in an Experiment must have a User Account (ELI ID) including a valid and up-to-date affiliation with their User Institution. By creating a User Account and submitting an Experiment Proposal, the User confirms that they are authorised to legally bind their User Institution and accepts these TCA. ELI reserves the right to request documentation verifying the scope of such authorization in case of doubt.
- 3.6** The decision by ELI to admit the User(s) to the ELI Facilities creates a legally binding contract between the User Institution and ELI ERIC (or the Horia Hulubei National Institute for R&D in Physics and Nuclear Engineering for the ELI-NP Facility) with these TCA in their entirety forming the content of such contract.
- 3.7** By submitting an Experiment Proposal, a User confirms that both the User and the User Institution are covered by appropriate insurance(s) necessary to carry out the proposed Experiment at the ELI Facilities. This includes, in particular:
- (i) general liability insurance held by the User Institution covering the damage done by Users to the ELI property or to the health of ELI Staff and
 - (ii) individual health insurance that covers the costs of medical services in the country of Experiment delivery.
- ELI reserves the right to request evidence of the appropriate insurance(s) and to deny access in case of insufficient insurance coverage.

4. Experiment Proposal and Personal Data

- 4.1** ELI collects and processes personal data for purposes related to the submission, review and implementation of Experiment Proposals including first and last name, gender, career stage, and nationality. Additional data such as home address, passport or ID number, and telephone number may be collected for the registration and coordination of visits to the ELI Facilities. The conditions for processing and handling personal data are described in the 'Data Protection Information Notice on the Processing of Personal Data related to the User Calls Organised by ELI ERIC' (hereinafter referred to as the Data Protection Information Notice'). Acknowledging the Data Protection Information Notice is a requirement for the submission of Experiment Proposals.
- 4.2** ELI and the ELI Facilities are entitled to process personal data for ensuring compliance with embargo or sanctions lists. The User's consent to such processing can be withdrawn at any time with future effect. However, without that consent, the User will not be able to submit a Proposal or participate in an Experiment at ELI Facilities.

5. Costs of Experiment

All costs incurred for the preparation and delivery of Experiments approved under ELI Calls shall be financed independently by the Parties involved, unless otherwise agreed in written form. For ELI ERIC (and the Horia Hulubei National Institute for R&D in Physics and Nuclear Engineering for experiments performed at the ELI-NP Facility), this includes all costs of operations of the Facilities for the purpose of the delivery of approved Experiments and other costs incurred by the ELI to support Access.

6. Support for Travel and Accommodation of Users

ELI ERIC provides financial support for the travel and accommodation of selected users from Member and Observer countries under the conditions and within limits publicised on the User Portal. Such support will be granted by ELI ERIC for delivery of Experiment in ALPS and Beamlines facilities based on applications by individual users and review of eligibility by the ELI ERIC User Office.

7. Conducting Experiments/

7.1 ELI reserves the right to withdraw admission to the ELI Facilities in the event of significant changes relative to the information provided in the Experiment Proposal or other information related to the Proposal (including but not limited to changes to the Experiment team members or research purpose) after the Proposal has been submitted. Any change needs to be submitted to ELI or the ELI Facilities in due course for evaluation and approval prior to the initiation of any Experiment at the ELI Facilities.

7.2 To conduct an on-site Experiment and enter the Facilities, all Users must complete the registration process as specified by the User Office.

7.3 Users shall comply with all applicable legislative requirements as well as all applicable policies and other internal regulations of ELI ERIC and the ELI Facilities with regard to access to and use of the Facility, including but not limited to training, safety, operating procedures, data policy, environment protection, access to information, experimental data, IT security, and general conduct. The PI is responsible for complying with the experiment preparation procedures as communicated by the ELI User Office and for providing timely responses. ELI shall provide timely and complete information to Users on the applicable policies and internal regulations.

7.4 The PI must ensure that each Experiment is sufficiently staffed to conduct the experimental activities safely and members of the experimental team must have adequate training and education (in addition to the training required by ELI) in order to perform the Experiment. If this cannot be assured, it must be clearly communicated to ELI before the start of the Experiment.

7.5 Users must be medically fit and have adequate safety and professional skills to perform Experiments in the ELI Facilities. ELI reserves the right to request proof of such medical fitness or professional qualification.



7.6 For the purpose of Experiment implementation, Users may be provided with cleanroom garments, protective equipment and other necessary tools, including eyewear and dosimeters, all of which must be returned after use. Where applicable, Users are responsible for the physical control of all assigned dosimetry. When a dosimeter is issued, the wearer accepts responsibility for the assigned dosimeter and shall be responsible for replacement costs. Personnel's dosimetry records are confidential and will only be released with a signed consent. These records will be communicated to the User Institution.

7.7 The PI shall submit a Technical Feedback and Experiment Report within deadlines defined by ELI.

8. Property and Materials

8.1 Users may be permitted, subject to prior agreement with the relevant ELI Facility to provide equipment, tooling, test apparatus, or materials deemed necessary by the User to assist in the performance of the Experiment(s) at the Facilities. Such items may be used jointly by ELI Staff and the User as part of the joint research effort related to the Experiment. All items brought on the premises must comply with the applicable safety policy and requirements. Unless otherwise agreed in writing with the relevant ELI Facilities, ownership of such items shall remain with the User Institution. Excluding materials (as addressed below), these items must be removed by the User within sixty (60) days following the completion of the Experiment. If not removed in this period, and in the absence of a granted exception, the ELI Facility reserves the right to dispose of the items at the User's expense.

8.2 The User shall provide detailed information on all materials, including samples, intended for use in the Experiment during the preparation phase and prior to their delivery to the relevant ELI Facility. The User Institution acknowledges that any materials may be consumed, altered, damaged or lost during the Experiment. Unless otherwise agreed in writing, the User is responsible for the storage or disposal of any materials remaining after the completion of the Experiment, including but not limited to, residues, contaminated substances, or by-products, in compliance with the applicable safety regulations and policies on storage and nuclear waste management.

8.3 Users shall leave the ELI Facilities and the equipment utilised in their original condition except for normal wear and tear.

9. Scheduling

9.1 The User acknowledges that ELI will have sole responsibility and freedom for allocating and scheduling usage of the Facilities and equipment needed for User's Experiment(s) and that the ELI Facilities may reallocate time for use of the Facilities at their own discretion due to operational reasons.

9.2 In the exceptional cases, Users may request to re-schedule an Experiment. Such



requests shall be communicated to the respective ELI Facility without undue delay. ELI reserves the right to withdraw the User's admission if re-scheduling is not possible due to lack of capacity or other operational reasons. Furthermore, if an Experiment is cancelled for reasons attributable solely to the User and/ or User Institution, ELI is entitled to recover any costs and expenses already incurred in preparation for the cancelled Experiment.

9.3 In the case that a User has repeatedly cancelled scheduled beamtimes, because of lack of preparation, scheduling conflicts, technical delays, etc., ELI retains the right to deny User further access.

10. Non-compliance

10.1 ELI retains the right to withdraw User's access to the Facilities upon breach of any of the provisions of these TCA, including non-compliance with any applicable internal policies or regulations of ELI ERIC or the ELI Facilities or other reasonable instructions of ELI ERIC or the ELI Facilities.

10.2 Failing to comply with the provisions of these TCA may be considered as a condition for rejection of Proposals in subsequent Calls organised by ELI.

11. Indemnification

11.1 If the User and/or the User Institution utilises the work derived from the Experiment at the ELI Facilities in the making, using, or selling of a product, process or service, then the User and/or User Institution shall hold harmless and indemnify ELI ERIC and/or the ELI Facilities as the case may be from any and all liability, claims, damages, costs and expenses, including attorney fees, for injury to or death of persons, or damage to or destruction of property, as a result of or arising out of such utilisation of the work by or on behalf of User and/or User Institution, its assignees or licensees.

11.2 ELI ERIC and/or the ELI Facilities (where applicable) shall be indemnified and hold harmless from any and all liability, claims, damages, costs and expenses, including attorney fees, for injury to or death of persons, or damage to or destruction of property, to the extent such liability, claims, or damages are caused by or contributed to the negligence or intentional misconduct of User during the preparation and performance of selected Experiments under these TCA.

12. Warranty and Liability

12.1 ELI makes no express or implied warranty as to the conditions of the Facilities furnished hereunder. ELI shall not guarantee either the full functionality or the maximum stability of the instruments of the ELI Facilities. All efforts will be made by ELI and the ELI Facilities to ensure successful performance of the selected Experiments and prevent any inconvenience, but ELI reserves the right to reschedule or cancel the Experiment on short notice.

12.2 To the extent permissible by applicable law, ELI accepts no liability for any loss or damage to any property of Users and/ or of User Institutions. ELI shall not be liable for



any special, consequential, or incidental damage attributed to use of the ELI Facilities, research or resulting product, intellectual property, generated information, or product made or delivered under these TCA. ELI shall not bear any general liability that may be assumed or interpreted solely from the supervisory or coordination roles of the ELI Staff. Liability may only arise from specific actions made or advice provided by the ELI Staff.

12.3 Although ELI and Users (hereinafter referred to individually as 'Party' or collectively as 'Parties') will make their best effort to carry out the selected Experiments, no Party undertakes that any research will lead to the desired results, nor does it guarantee a successful outcome of the Experiments.

12.4 By accepting these Terms and Conditions, the User and the User Institution acknowledges that they shall be liable for any losses, damage or claims that are a result of User's non-compliance with all provisions of the TCA herein.

13. Intellectual Property (IP)

13.1 ELI, the ELI Facilities and the User remain the owners of their respective Background IP, which may include work created prior to the Experimental Proposal that may be used in the Experiment. Background IP may also include registered IP rights, specific know-how, software and existing data. The Parties shall not have any rights to the Background IP of the other Party.

13.2 Each Party hereby grants the other Party an irrevocable, royalty-free, non-exclusive license, without the right of sublicense to use its Background IP during the Experiment, and only for the purpose of carrying out the Experiment, but for no other purpose.

13.3 Each Party will solely own the Foreground generated during the implementation of the Experiment by its own personnel and/or researchers (Users or ELI Staff), without using the resources of the other Party, regardless of the place of the research and development activity. Such Foreground owner hereby grants the other Party an irrevocable, royalty-free, nonexclusive license to use such Foreground for carrying out the Experiment, but for no other purpose.

13.4 All Foreground arising from a joint activity and/or by the personnel of both Parties, shall be jointly owned as Joint IP. Their share in the Foreground shall be determined in accordance with the significance of the respective inventive contribution to the Joint IP and Parties shall conclude a joint ownership agreement regarding the terms thereof. Upon finishing the Experiment Joint IP shall be received by the Parties in identical form. Each Party hereby shall use non-exclusively and royalty-free, Joint IP, for carrying out the Experiment.

13.5 A Joint IP license agreement shall be discussed and set forth between ELI ERIC, the ELI Facilities, and the User Institution in a timely manner prior to seeking any Intellectual Property rights on such Foreground, and/or prior to any industrial and commercial exploitation by either Party and/or by any third parties. Such license agreement shall be drafted in consistency with each Party's institution intellectual property management rules and applicable legislation.

14. Publication and Scientific Data

14.1 ELI is committed to strengthening research, technology development, and innovation in Europe by ensuring the widest possible dissemination of and access to ELI's results, including open access to the scientific publications derived from publicly-funded research conducted at the ELI Facilities.

14.2 By accepting these TCA, Users granted Access to the ELI Facilities and/or the User Institution commit to:

- Publish results derived from their Experiment in open access with a strong recommendation for gold open access and to cover any associated publication costs;
- Give appropriate credit to the members of the ELI Staff at least through acknowledgment and, where agreed with the relevant ELI Facilities, through co-authorship where ELI Staff have made significant contribution to the research;
- Acknowledge ELI ERIC (or ELI-NP for Experiments at ELI-NP) and, where available, cite the DOI of the instrument used to obtain the results.
- Provide ELI, upon request, with information on the delivery of Experiment and status of Experiment results, including the complete reference and abstract of any resulting publications, for inclusion in ELI publication database.

14.3 Any publication resulting from the use of ELI Facility instruments or services shall include the following:

(a) Experimental Description (obligatory, to be included in the Methods or Experimental Section): *"This work is based on experiments performed at the [Name of Instrument/Beamline], DOI: [Insert instrument DOI if available], at the ELI [Facility Name] Facility (or ELI-NP for Experiments conducted at ELI-NP), supported through beamtime allocated under the [nr] ELI ERIC User Call and registered under Experiment ID [Insert Experiment ID]."*

(b) Acknowledgement (obligatory, to be included in the Acknowledgements Section): *"We acknowledge the Extreme Light Infrastructure (ELI) for providing access to experimental facilities and support. The use of instrumentation, services (including sample preparation), and experimental support was made possible by the ELI Excellence-based User Programme. We would like to thank [name of the staff if not co-author] for the assistance during the experiment."*

14.4 For the purpose of these TCA, the obligations of acknowledgement referred to above shall be understood as applying to any formal dissemination of the results 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.

14.5 ELI considers research data to be valuable results of its operations contributing to the sharing and dissemination of knowledge across the European Research Area. Results of publicly supported research should in principle be made publicly available. ELI aims to

preserve and manage Data according to the 'FAIR' principles, meaning that Data shall be Findable, Accessible, Interoperable and organized in Reusable datasets.

14.6 The conditions under which scientific data resulting from the implementation of selected Experiment Proposals will be acquired, curated, processed, preserved and made available to Users will be detailed in Data Management Plans agreed with Users for each individual Experiment. ELI ERIC (or ELI-NP for Experiments at ELI-NP) will ensure that Users have exclusive remote access, via the ELI ERIC Data Portal (or the systems hosted by ELI-NP) to the datasets resulting from the Experiments they have performed at the ELI Facilities during an embargo period of 3 years (unless a different period has been agreed). After the embargo period, ELI ERIC will preserve and make datasets publicly accessible. To the extent possible, ELI ERIC and ELI-NP will assign Data Object Identifiers to the datasets.

15. Update of TCA

ELI ERIC retains the right to amend these TCA from time to time at its own discretion. ELI ERIC will inform User Institutions through Users by email in the event of such amendment. User Institutions and Users agree to periodically review these TCA for updates which shall come into effect once posted in the Users Portal. The User's continued use of Facilities will be deemed as the User's and the User Institution's acceptance of these TCA.

16. Applicable law

These TCA are subject to laws of the Czech Republic with respect to matters concerning ELI ERIC, the applicable laws of Hungary with respect to operations at ELI ALPS, and the applicable laws of Romania with respect to matters relating to operations at ELI-NP .