



Terms and Conditions of Access

Version 1.0 – In force as of 3 June 2022

1. Scope and Purpose

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

These Terms and Conditions do not apply to 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 advertised by ELI ERIC on its website (www.eli-laser.eu) and made available to Users with a view to perform scientific research activities.
- **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:** 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 Facilities:** the organisation hosting the ELI-ALPS, ELI Beamlines, and ELI-NP Facilities. Those are ELI-Hu non-profit Ltd (ELI-ALPS), the Institute of Physics of the Czech Academy of Sciences (ELI Beamlines) and the Horia Hulubei National Institute for R&D in Physics and Nuclear Engineering (ELI-NP) respectively.



- **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):** leader of the Experimental Team responsible for submitting the Experiment Proposal to ELI ERIC and serving as the main point of contact for any further communications with ELI ERIC and the ELI Facilities.
- **Programme Advisory Committee (PAC):** committee of independent experts appointed by ELI responsible for evaluating the excellence and scientific merit of the Experiment Proposals submitted to ELI via the ELI ERIC User Portal and for providing advice on the Proposals that should be awarded Access to the ELI Facilities.
- **Proprietary Access:** paid access granted to users (industrial or otherwise), for which the price of access is determined ascertained based on the market price or full costs (including overheads), plus a reasonable margin. Results from proprietary access are retained by the user. The quota of beamtime allocated to proprietary access shall not interfere with the principal mission of ELI, which is the provision of Excellence-Based Access.
- **ELI Staff:** representatives of ELI ERIC or the ELI Facilities, whether employed or contracted, assigned with the responsibility to support the provision of Access to Users.
- **User:** any natural person involved in an Experimental Team submitting a Proposal with a view to perform an Experiment at the ELI Facilities. ELI Staff may be Users when they are part of an Experimental Team submitting a Proposal.
- **User Institution:** the organisation to which a User is affiliated.
- **User Portal:** online platform operated by ELI ERIC and available at www.eli-laser.eu providing information on the Calls for Proposals published by ELI ERIC, the organisation of Access and allowing the submission of Experiment Proposals.

3. Admission to the ELI Facilities

3.1. Under these TCA, ELI ERIC will make available to Users capabilities operated by the ELI Facilities as advertised within the framework of Calls for Proposals for the sake of carrying out scientific experiments jointly with ELI ERIC. These TCA only apply to Users who have applied for beamtime through the ELI ERIC User Portal and have had their Proposals reviewed by the PAC.

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 PAC 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 PAC and feasibility assessment, Proposals have to be submitted prior to the deadline for submission communicated by ELI ERIC and include all required information as specified on the ELI ERIC User Portal. ELI ERIC reserves the right to extend deadlines for submission.

3.4 Proposals shall be submitted via the ELI ERIC User Portal by Principal Investigators (PIs) with a valid User account. User accounts may be created from the User Portal or by contacting the ELI ERIC User Office. If the User deactivates the account, the User will no longer be able to avail the services provided by the User Portal. 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. Users not affiliated with a User Institution will not be admitted to the ELI Facilities.

3.6. No Proprietary Research can be subject to the provision of Access under these TCA. Users intending to perform Proprietary Research shall directly contact ELI ERIC (or the ELI-NP User Office as the case may be) to discuss conditions applying to this mode of Access.

3.7. By submitting a Proposal, a User confirms that she or he is covered by appropriate insurance(s) to carry out the proposed Experiment at the ELI Facilities.

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

3.9. 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.

4. Proposal

4.2 ELI ERIC and the ELI Facilities collect and uses personal data only for procedures in relation to the Experiment Proposal and registration of a visit to the Facilities in scope of such Experiment Proposals. ELI ERIC and the ELI Facilities may share the information with external experts and authorities if needed for the review and implementation of Experiment Proposals. 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'), the acknowledgment of which is a requirement the submission of Experiment Proposals.

4.3. ELI ERIC 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 such change needs to be submitted to ELI ERIC or the ELI Facilities in due course for evaluation and approval prior to the initiation of any Experiment at the ELI Facilities.



4.4. The User warrants that all research activities are conducted in accordance with the generally accepted rules for good scientific practice. Research should be conducted to the highest levels of integrity, including appropriate research design and frameworks, to ensure that findings are robust and defensible. Researchers should also adhere to the highest level of research ethics, in line with requirements set out by national and international regulatory bodies, professional and regulatory research guidance and research ethics frameworks issued in appropriate areas. The responsibility lies with the User to establish that the highest standards that could reasonably be expected are met, and with the User Institution to ensure that systems are in place to support and reinforce this.

5. Cost

5.1. All costs incurred for the preparation and performance of Experiments selected under ELI ERIC Calls shall be financed independently by the Parties involved, unless otherwise agreed in written form. For ELI ERIC (and for IFIN-HH in case of Experiments performed at ELI-NP), this includes all costs of operations of the Facilities for the purpose of the performance of selected Experiments and other costs incurred by the ELI ERIC Seat to support Access. The related costs of operation of the ELI-ALPS and ELI Beamlines Facilities will be financed by ELI ERIC within the framework of the Operating Agreements in place.

6. Conducting Experiments/projects

6.1. Users are subject to the administrative and technical supervision and control of ELI ERIC and the ELI Facilities and 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. ELI ERIC and the ELI Facilities shall provide timely and complete information to Users on the applicable policies and internal regulations.

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

7. Property and Materials

7.1. Users may be permitted by the ELI Facilities to furnish, equipment, tooling, test apparatus, or materials deemed necessary by the User to assist in the performance of the Experiment(s) at the Facilities. Any such equipment, tooling, test apparatus, or materials will be jointly utilized by ELI Staff under the joint research effort related the Experiment. Such items must comply with the applicable safety policy and requirements and shall remain the property of the User Institution. Unless an exception is granted by the ELI Facilities, all such items (except for



materials, see below) shall be removed by User within sixty (60) days from the end of each Experiment or will be disposed of at the User's expense.

7.2. The User acknowledges that any material supplied by the User may be damaged, consumed, or lost. Materials (including residues and/or other contaminated material) remaining after performance of the Experiment will be stored or disposed of according to the applicable safety policy on storage and nuclear waste. Transportation of the materials is possible provided that the User and User Institution holds the legally required licenses to do so.

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

8. Scheduling

8.1. The User acknowledges that ELI Facilities 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.

8.2. In the case where Users request to postpone a scheduled beamtime, Users must inform ELI ERIC and the ELI Facilities of their request without undue delay and at least 6 weeks prior to the agreed date of the Experiment. Under such circumstances, ELI ERIC (or ELI-NP as the case they may) reserves the right to withdraw admission, if re-scheduling is not possible due to lack of capacity or other operational reason.

8.3. In the case that a User has repeatedly cancelled scheduled beamtimes, because of lack of preparation, scheduling conflicts, technical delays, etc., ELI ERIC (or ELI-NP as the case they be) retains the right to deny User further access to the ELI Facilities.

9. Non-compliance

9.1. ELI ERIC retains the right to withdraw User's access to the Facilities upon breach of any of the provisions of these Terms and Conditions, 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.

9.2. Failing to comply with the provisions of these Terms and Conditions may be considered as a condition for rejection of Proposals in subsequent Calls organised by ELI ERIC.

10. Indemnification

10.1. 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.



10.2. 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 Terms and Conditions.

11. Warranty and Liability

11.1. ELI ERIC makes no express or implied warranty as to the conditions of the Facilities furnished hereunder. ELI ERIC 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 ERIC and the ELI Facilities to ensure successful performance of the selected Experiments and prevent any inconvenience, but ELI ERIC reserves the right to reschedule or cancel the Experiment on short notice.

11.2. ELI ERIC and the ELI Facilities shall not be liable for any special, consequential, or incidental damages attributed to use of the ELI Facilities, research or resulting product, intellectual property, generated information, or product made or delivered under these Terms and Conditions.

11.3. Although ELI ERIC, the ELI Facilities 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.

11.4. By accepting these Terms and Conditions, the User acknowledges that she or he shall be liable for any losses, damages or claims that are a result of User's non-compliance with all provisions of the Terms and Conditions herein.

12. Intellectual Property (IP)

12.1. ELI ERIC, the ELI Facilities and User / User Institution remain the owners of their respective Background IP, which may include work created prior to the 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.

12.2. 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.

12.3. 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.

12.4. 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.

12.5. 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.

13. Publication and Scientific Data

13.1. ELI ERIC and the ELI Facilities are 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.

13.2. By accepting these Terms and Conditions, Users granted Access to the ELI Facilities commit to:

- Publish the results derived from their Experiment via open access with a strong recommendation for gold open access and cover the costs of publication, if any
- Give appropriate credit to the members of the ELI Staff at least in the form of an acknowledgment or, if so agreed with the ELI Facilities, in the form of co-authorship when the ELI Staff significantly contributed to their research
- Give appropriate credit to 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 information without undue delay to ELI ERIC (or ELI-NP for Experiments at ELI-NP) on the publication, including the complete reference and the abstract of all papers appearing in print, and resulting from the use of ELI's instruments and expertise for inclusion into the publications' databases maintained by ELI ERIC and ELI-NP
- Acknowledge the financial support of the IMPULSE project for Experiments financed wholly or partially by IMPULSE, by including appropriate reference in the acknowledgements of the publication.

13.3. For the purpose of these Terms and Conditions, 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.

13.4. ELI ERIC and the ELI Facilities consider research data to be valuable results of ELI's 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 ERIC and the ELI Facilities aim to preserve and manage Data according to the 'FAIR'



principles, meaning that Data shall be Findable, Accessible, Interoperable and organised in Reusable datasets.

13.5. The conditions under which scientific data resulting from the implementation of selected 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.

14. Update of these TAC

ELI ERIC retains the right to amend these Terms and Conditions from time to time at its own discretion. ELI ERIC will inform Users by email in the event of such amendment. Users agree to periodically review these Terms and Conditions 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 acceptance of these Terms and Conditions.

16. Applicable law

These Terms and Conditions are subject to laws of the Czech Republic for matters relating to ELI ERIC and to applicable laws of the countries where the ELI Facilities operate for matters relating to involvement of the Facilities.