



DELIVERABLE

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DERri

Distributed Energy Resources Research Infrastructures

Integrating Activity: Combination of Collaborative Project and Coordination and Support Action

SEVENTH FRAMEWORK PROGRAMME

Capacities Specific Programme

Research Infrastructures

Transnational User Access Procedure Template of the contract between the Proposing Team and the Research Infrastructure

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PU	Public	X
PP	Restricted to other programme participants (including the Commission Services)	
RE	Restricted to a group specified by the consortium (including the Commission Services)	
CO	Confidential, only for members of the consortium and the Commission Services	

Revision History

Revision	Date	Author	Organization	Description
R-D0		G. Franchioni	RSE	First Draft
R-D1		N. Martin	CEA-INES	Compilation of comments
R0		N. Martin	CEA-INES	Final version
R0-1		N. Martin	CEA-INES	Clause 9e) added

Statement of originality:

This deliverable contains original unpublished work except where clearly indicated otherwise. Acknowledgement of previously published material and of the work of others has been made through appropriate citation, quotation or both.

NOTES:

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For more information on the project DERri, link to <http://www.der-ri.net>



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TEMPLATE OF THE CONTRACT BETWEEN THE PROPOSING TEAM AND THE INFRASTRUCTURE

Identification of the Proposing Team:	Ref. assigned by the USC
Name of the Proposing Ream responsible (LEAD USER):	Name
Home Institution of the LEAD USER:	Name of the Institution of Provenance
• Address:	Address of the Institution of Provenance
• Nationality:	Nationality
<hr/>	
Name of the representative of the RI:	Name
Name of the Research infrastructure:	Name
• Address:	Address of the infrastructure
• Nationality:	Nationality

USER AGREEMENT FOR FREE ACCESS TO INFRASTRUCTURES UNDER DERri CONTRACT

[Name of the Infrastructure] is a *beneficiary* to the contract (No. xxx) with the European Commission, under the 7th Framework Programme – CAPACITIES – Research Infrastructures, to make INSTALLATIONS available in [Name of the FACILITY]. A Consortium Agreement has been established between ENEA, AIT....., hereinafter called the Original Parties.

This User Agreement is to enable a User to use the FACILITY to carry out her/his PROJECT agreed during “call for proposals”.

The Parties to this Agreement are [Name of the Infrastructure] and [Name of the Lead User], in the [name of the Proposing Team] of the Proposal [Identification] (by DERri USC “Selected Proposals List”).

THE PARTIES AGREE THE FOLLOWING:

1 DEFINITIONS

- 1.1 FACILITY is the part of the Research Infrastructure where the INSTALLATIONS being offered are located
- 1.2 INSTALLATIONS are those instruments/devices or group of instruments/devices to which the User has been awarded access and referred to in the proposed work.
- 1.3 USER(S): The person(s) having access to the Research Infrastructure
- 1.4 The PROJECT is the programme of work (annexed to this Contract) to be undertaken by the User at the FACILITY.



- 1.5 KNOWLEDGE means the results, including information, arising from the PROJECT.
- 1.6 PRE-EXISTING KNOW HOW is any relevant know-how and information that is necessary for the PROJECT and is not "KNOWLEDGE".
- 1.7 DERri shall mean the platform which is jointly set-up and run by the Original Parties, as laid down in the Consortium Agreement.

2 APPOINTED TECHNICAL CONTACT (the ATC)

Member of [Name of the Infrastructure] staff having knowledge of and authority for the proper use of the Infrastructures: [Name of the Appointed Technical Contact].

3 PROVISION AND USE OF THE FACILITY

[Name of the Infrastructure] agrees to provide access to the FACILITY and to the INSTALLATIONS, as needed for the PROJECT, as follows:

3.1 Access to the INSTALLATIONS

Name of the Installation	Start → End date	Nr of Access Days
Name of the Installation - 1	.../.../... → .../.../...	
Name of the Installation - 2	.../.../... → .../.../...	
Name of the Installation - 3	.../.../... → .../.../...	

Parties acknowledge the equipment sharing schedule above. In case of schedule modifications, the ATC must inform Users within 5 days notice minimum. Before and after the Users access, the ATC and the Users check together the functioning conditions of the INSTALLATION for the scopes of the PROJECT. Possible malfunctions are reported in a specific Report countersigned by both Parties.

3.2 Stay at the FACILITY

Name of the User	Home Institution - Country	User Nationality	Start → End date	Nr. of Stay Days
User N. 1			.../.../... → .../.../...	
User N. 2			.../.../... → .../.../...	
User N. 3			.../.../... → .../.../...	

3.3 Safety provisions

[Name of the Infrastructure] will take reasonable care to ensure the safety of the User during their access to the FACILITY, 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. The Users will sign a declaration to confirm that they have received the necessary safety and security instructions and will abide by these.



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The [Name of the Infrastructure] should coordinate general preventive actions defined by the law of [insert country of Research infrastructure].

Users must not use INSTALLATIONS without written permission from the ATC.

Users must not use INSTALLATIONS without ATC presence or her/his delegate.

Users must use INSTALLATIONS in accordance with the supplier user guide (if any) or Research infrastructures installation user manual.

Users acknowledge that INSTALLATIONS must be operative when they give them back (see 3.1). Users undertake in faith to let the ATC known of any malfunctions they might encounter during the use of the INSTALLATIONS.

4 REPORTS

[Name of the Infrastructure] has an obligation to keep the Commission informed about the use being made of the FACILITY. The User therefore agrees to:

- ✓ Complete the annexed questionnaires (Deliverable D-NA-1.4) before returning it directly to the Commission at the address indicated.
- ✓ Complete the annexed Template of the Project Summary Report (Deliverable D-NA-1.3), returning it to the PROJECT Manager
- ✓ Report to [Name of the Infrastructure] on the progress of the work, when required by the ATC.
- ✓ Inform [Name of the Infrastructure] of any publication or presentation made on the work of the PROJECT. This information may be used by [Name of the Infrastructure] in its reports to the Commission.

5 LIABILITY

- 5.1 In agreeing access to the FACILITY, each Party acknowledges that this Agreement provides for the carrying out of experimental research whose specific results or outcomes cannot be guaranteed, due to the intrinsic nature of the research.
- 5.2 The Research Infrastructure will not be responsible of any delays caused by a non possible use of the INSTALLATIONS.
- 5.3 In case of unavailability of the INSTALLATIONS, The Research Infrastructure cannot be held responsible. Under no circumstances, Users can obtain any compensatory damages.
- 5.4 Name of the Infrastructure does not accept liability for any use of the KNOWLEDGE generated in the PROJECT.
- 5.5 Users acknowledge that they are responsible of all damages caused to INSTALLATIONS or by INSTALLATIONS during « Users access ».

6 INTELLECTUAL RIGHTS

- 6.1 The Users must obtain written permission from the owner of any PRE-EXISTING KNOW-HOW before using it in the PROJECT, and must comply with any conditions set by the owner. Ownership of PRE-EXISTING KNOW-HOW will remain unchanged by this agreement.
- 6.2 [Name of the Infrastructure] 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 Pre-existing Know-how which is reasonably needed for the PROJECT.
- 6.3 KNOWLEDGE generated on the PROJECT will be owned by the Parties which generate it.
- 6.4 The User will:
- a) Protect the KNOWLEDGE it generates (for example through patent applications)
 - b) Publish, whenever possible, the KNOWLEDGE it generates. Publications will:
 - Mention the present Programme and the support provided by the European Commission.
 - State that the information provided does not reflect the Commission's opinion.
 - State that the Commission is not responsible for any use made of the information.
 - Take, and co-operate in, measures to ensure publicity of the PROJECT in order to highlight support provided by the Commission and to stimulate further collaboration.
 - c) Acknowledge that the Commission wishes to see the results of the work published for the benefit of the scientific community, and that the Commission may request in writing that KNOWLEDGE arising from the PROJECT be disseminated, in respect of the intellectual rights protection rules.
 - d) Acknowledge that the Commission can publish details of the User (such as name, nationality and institution) unless they receive objections from him/her in advance.
 - e) On request, and where it is free to do so, grant the Commission an irrevocable non-exclusive right, on a royalty-free basis, to translate, reproduce and distributes articles for scientific journals, conference papers and documents drawn up in connection with the PROJECT.
 - f) Acknowledge that the Commission may, on request, transmit any confidential reports it has received to other Community institution on a confidential basis.

7 CONFIDENTIALITY

- 7.1 Both Parties will keep confidential any information communicated to them in confidence
- 7.2 Exchange of Confidential Information will be on a bilateral basis between "Name of the Infrastructure" and the User.



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- 7.3 Each party's acceptance and use of Confidential Information shall be subject to the following:
- a) For purposes of this Agreement, "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 Agreement, whether disclosed in oral, written, graphic, machine recognizable (including computer programs or data bases), model or sample form, or any derivation thereof.
 - b) 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.
 - c) 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 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. 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".
 - d) Information shall not be deemed Confidential Information, and the Recipient shall have no obligation with respect to any information which the Recipient can prove:
 - Is already in the public domain or becomes available to the public through no breach of these Terms of Use 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 independently 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 give the Provider prompt written notice of such order or requirement and in order to allow the Provider to contest or seek an appropriate protective order.
 - e) Any Background shall be treated as Confidential Information of the owning party, in line with this Article.
 - f) "Name of the Infrastructure" will treat the User Information as Confidential Information of the User.
 - g) Confidential Information shall remain the property of the Provider and shall be destroyed or returned to the Provider along with all copies thereof upon termination



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or expiration of the Agreement. If destroyed, such destruction shall be guaranteed in writing.

- h) The confidentiality obligation with respect to any Confidential Information shall remain in force for a period of five (5) years from the date of expiration of termination of the Agreement.

7.4 Exchange of Confidential Information on a trilateral basis between the User and the Original Parties:

- a) For the purpose of the Project only, the User hereby grants "Name of the Infrastructure" the right to disclose Confidential Information of the User to "Name of the Infrastructure", when "Name of the Infrastructure" becomes the manufacturer. It is understood the Consortium Agreement contains confidentiality obligations and restrictions for "Name of the Infrastructure" at least as stringent as the ones provided in these Terms of Use to protect unauthorized disclosure of the Confidential Information of the User by "Name of the Infrastructure".
- b) Likewise, according to the Consortium Agreement, the Original Parties have granted each other the right to disclose Confidential Information of each one to the User for the purpose of the Project only. Confidential Information of the Original Party shall be treated by the User in accordance with this Article 7 and shall be solely liable for any unpermitted disclosure of Confidential Information of the Original Party. As a consequence, the User shall indemnify and hold the Original party harmless for any claim from the Original Party, because of damage caused by a breach of confidentiality by the User.
- c) Furthermore, it is understood that any Background or Foreground owned and/or co-owned by the Original Parties will be treated as Confidential Information by the User.

7.5 The Information of the User shall be destroyed, diced or otherwise make invisible and unavailable to any other user(s), unless otherwise specified on case by case. If destroyed, such destruction shall be guaranteed in writing.

8 COMMUNICATION OF DATA FOR EVALUATION AND STANDARDISATION PURPOSES

8.1 The User agrees to co-operate in the provision of KNOWLEDGE resulting from the PROJECT to the Commission, during and up to two years after the end of the PROJECT, which may contribute to the preparation of international standards, or to an industrial consensus on technical issues.

8.2 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.

9 REIMBURSEMENT AND INFRASTRUCTURES

9.1 The User



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- a) Agrees to submit to [Name of the Infrastructure] only those claims for travel expenses which have been legitimately incurred in connection with the PROJECT.
- b) Acknowledges that the Commission may require specific proof of travel expenditure in the form of original receipts.
- c) Will keep travel expenditure to a reasonable minimum.
- d) Declares that PROJECT costs are covered by no other EU funding except expenses eligible under DERri .
 - I. The access to the Research Infrastructure under DERri will typically be a contribution to an ongoing research activity.
 - II. The DERri project does not fund the research (e.g. the researchers wages) – only their stay.
- e) Have to hand over the original travel & subsistence receipts to the RI (in view of a possible check by the Commission).

9.2 [Name of the Infrastructure] will:

- a) Provide free access to the FACILITY and assist the User in the use of the installations as specified in the contract.
- b) Provide for the lunches of the User, during the working days.
- c) Reimburse travel expenditures of each User (one only return ticket per User, unless different specific agreement). It is faculty of [Name of the Infrastructure] to request the User to provide preventive indication of the travel expenses to be incurred and to condition the reimbursement to the preventive approval.
- d) Reimburse each User with a daily grant of XXX,YY Euros/day as a lump sum covering all expenses for subsistence during the stay at the Facility.

10 IMPLEMENTATION AND TERMINATION

10.1 If there is a conflict between this Agreement and the Grant Agreement, then the latter shall take precedence.

10.2 Either Party may terminate this Agreement at one month's written notice for major technical or economic reasons affecting the PROJECT.

11 GOVERNING LAW

11.1 This contract is governed by the law of [insert country of Research Infrastructure]



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Signatures

We agree to conduct the PROJECT in the manner described in this document.

In the name of the Proposing Team

Name of the Infrastructure

.....

.....

Signature of the Lead User

Signature of the Appointed Technical Contact

Date:

Date:

NOTES:

A) The appointment of the Lead User by all Institutions involved in the Proposing Team should be annexed.