ACCESS POLICY OF

EU-SOLARIS ERIC

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Contents

1. Introduction

The purpose of this policy document is to set guidelines and describe the general principles for access to be provided by EU-SOLARIS ERIC to its Users.

According to the EU-SOLARIS ERIC' Statutes:

> *1. EU-SOLARIS ERIC shall promote scientific merit-based access to the services and infrastructures that support and encourage excellence in research in the field of activity of EU-SOLARIS ERIC, as well as a culture of practical improvements through training activities.*
>
> *2. Access to EU-SOLARIS ERIC shall be open to all types of users, including from all European and non-European countries, not necessarily for free. Requests will undergo a streamlined process involving eligibility and feasibility checks according to the procedures and evaluation criteria.*
>
> *3. The procedures and evaluation criteria that grant or limit access to the data and tools of EU-SOLARIS ERIC' infrastructure, and the cost of such access, shall be defined in the access rules or in the internal regulations which shall be drawn up by the Managing Director and approved by the General Assembly, having consulted the Scientific & Technical Committee (STC) and the Board of National Nodes (BNN).*
>
> *4. Procedures and evaluation criteria shall be made publicly available on the website of EU-SOLARIS ERIC.*
>
> *5. EU-SOLARIS ERIC shall provide the users of the infrastructure of EU-SOLARIS ERIC with access rules and guidelines to guarantee that the research undertaken using EU-SOLARIS ERIC' infrastructure resources belonging to Research Centres of Member countries (as stated in Article 2 of the Statutes), recognises and honours the property rights, privacy, ethics and protection of the owner's research infrastructure and data, as well as the obligations on secrecy and confidentiality, and that users comply with the conditions for access, the security measures and the management of the information of the research institutions that participate in EU-SOLARIS ERIC infrastructure*

In the following sections of this document the access services covered are described and each party's responsibilities are explained.

Taking advantage of the long-lasting access granting experience of the EU-SOLARIS consortium, this document relies on concepts and practices already developed and largely applied at the former joint SFERA[1] projects.

Any access activities to EU-SOLARIS ERIC research infrastructures and the services related will comply with the European Charter[2] of Access for Research Infrastructures.

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[1] Solar Facilities for the European Research Area (SFERA-III). https://cordis.europa.eu/project/id/823802

[2] European Commission, Directorate-General for Research and Innovation, European charter of access for research infrastructures – Principles and guidelines for access and related services, Publications Office, 2016, https://data.europa.eu/doi/10.2777/524573

2. Definitions[3]

Access

'Access' refers to the legitimate and authorised physical, remote and/or virtual access to installations and/or to services offered by Research Infrastructures (RIs) to Users. Services provided by RIs may include tests execution, analytical services, machine time, computing resources, software, data, communication, samples, access to physical archives or collections, education and training, expert support, and so on.

Access campaign

'Access campaign' is the period during which Users whose proposals have been approved gain access to the installation.

Access Committee

Committee composed of the Access Managers of the EU-SOLARIS ERIC Research Infrastructures in such a way that the quantity and quality of the access granted to users will be the best possible. The Access Committee will check the feasibility of the Users' applications before they are submitted to the User Selection Panel.

Access Manager

Contact person nominated by each EU-SOLARIS ERIC Research Infrastructure to participate in the Access Committee and undertake the management of access activities in the RIs s/he belongs to. So, there will be one Access Manager per RI providing Access.

Access provider

'Access provider' is the legal entity that is in charge of providing access to the research infrastructure(s). The "access provider" may be an entity different from the owner of the research infrastructure(s).

Access Summary Report

'Access Summary Report' is the report on the activities performed on the Access. This report is prepared by the User once the granted Access has finished and it will contain the description of the activities performed by the User during the Access, their results and any other additional information the User may consider convenient concerning the Access.

Access Evaluation Report

It is a report prepared by the User once the Access has finished for evaluating the quality of the Access (e.g., research installation availability during the Access, support given by the Access Provider, etc.). The main objective of the Access

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[3] According to '*General rules for the SFERA-III Trans-national Access*', dated on 27 March, 2019

Evaluation Reports is to detect potential improvements of the quality of the Access provided by EU-SOLARIS ERIC.

Applicant

'Applicant' is a (team of) researcher(s) that submit(s) the Application and, after acceptance of the Application, (normally) will be granted Access.

Application

'Application' means an application (proposal) for Access.

Application Form

'Application Form' is a template used by the applicant to formally request in writing access to a RI.

Application Procedure

'Application Procedure' means the application procedure to be followed by the Applicant.

Call

Each of the public announcements issued by EU-SOLARIS ERIC defining the procedure for submission of Applications, their deadlines, evaluation, selection and admission of Users.

Competitive Access

'Competitive Access' is an access mode that is exclusively dependent on the scientific excellence, originality, quality and feasibility of an application. These features are therefore the parameters to be evaluated by the User Selection Panel and the Access Committee.

Installation Project Leader

'Installation Project Leader' (IPL) is the person responsible for a project at a Research Infrastructure of the Access Provider. It is 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 IPL. The Installation Project Leader is appointed by the Access Provider from its staff.

Member

'Member' is a member of the consortium of EU-SOLARIS ERIC.

Project

'Project' is composed of the research activities proposed by the Applicant to be undertaken during (or using the results of) the Access.

Research Infrastructures

'Research Infrastructures' are facilities, resources and services that are used by the research or industrial communities to conduct research and foster innovation in their fields. They include: major scientific equipment (or sets of instruments); knowledge-based resources such as collections, archives or scientific data; e-infrastructures, such as data and computing systems and communication networks; and any other infrastructure of a unique nature essential to achieve excellence in research and innovation.

Trans-national Access Coordinator

'Trans-national Access Coordinator' is the person responsible for ensuring the general organisation of the access activities and act as Secretary of the Access Committee and the User Selection Panel.

Users

'Users' of Research Infrastructures are researchers and all others (including industrials) engaged in the development of new knowledge, products, processes, methods and systems and also in the management of their projects, including those from business and industry. Users can also consist of teams that include technical staff and/or students participating in the research in the framework of their studies. Internal Users are those belonging to any of the Research Infrastructures included in EU-SOLARIS ERIC.

User Access Agreement

'User Access Agreement' is a contractual document that regulates the Access of any User to the Research Infrastructure.

External User Selection Panel

The 'External User Selection Panel' is composed by experts in the field of Concentrated Solar Thermal technologies (CST) and Solar Chemistry Technologies (SCT), nominated by the Access Committee and approved by the General Assembly of EU-SOLARIS ERIC, to evaluate Applications submitted by potential Users (Applicants). The number of experts composing the External User Selection Panel as well as the requirements to be a member of the EUSP will be defined by the Access Committee of EU-SOLARIS ERIC. These experts are not part of the staff of EU-SOLARIS ERIC partners (i.e. they are from external entities with expertise on the different topics of the Call), thus ensuring their independence when selecting the 'Projects'.

3. Guiding principles

a) EU-SOLARIS ERIC shall provide Physical access as well as Remote access to resources and services for the science community to conduct research and foster innovation on CST technologies and applications.
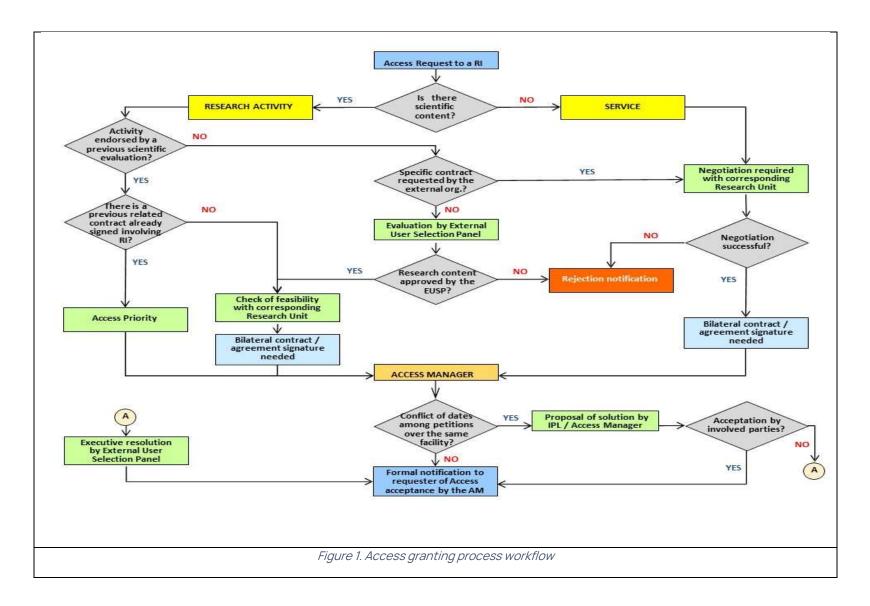
b) EU-SOLARIS ERIC promotes open access to the services provided by the associated Research Infrastructures for all Users in order to conduct scientific experiments, use the state-of-the art research instruments and equipment, and benefit from technical services, expert support, and training and educational services.

c) EU-SOLARIS ERIC is committed to provide access to its associated Research Infrastructures' services and resources according to the User needs but within the limits of the facilities' capacities.

d) EU-SOLARIS ERIC aims at providing free access for users, whenever possible. On that purpose, every access request will be examined in a case by case basis according to the Access Provider's own rules.

e) Physical and remote access to the associated Research Infrastructures is centrally coordinated by the EU-SOLARIS ERIC through its Access Committee.

f) Users will request the access services through the **Single Entry Point** enabled at the ERIC's website.

g) Physical or Remote access to the test facilities will be granted through a competitive process which shall be managed by the Access Committee and will require a selection process.

h) Competitive access to EU-SOLARIS ERIC services is made on User demand and might involve User fees, according to the access scheme selected by the Access Provider. Unless specifically agreed otherwise, such User fees shall be directly invoiced by the Access Provider.

i) Wide publicity measures and outreach activities will be implemented to advertise the access opportunities to EU-SOLARIS ERIC's research infrastructures.

j) A mechanism for User feedback will be implemented by the Access Committee to regularly collect information from the User on the range and quality of the EU-SOLARIS ERIC services and to properly tailor them according to evolving User needs.

k) EU-SOLARIS ERIC shall respect and comply with any European and national legislation as applicable regarding the protection of personal data and privacy as well as health and safety at work.

l) The EU-SOLARIS ERIC's Ethical Code of Conduct (ECC) shall be applied to this Access and service policy. It will be shared with the Users and must be respected by both Parties.

4. Access granting process workflow

The Figure 1 below shows the workflow of the access granting process to the different RIs which have signed an SLA with EU-SOLARIS ERIC.

Figure 1. Access granting process workflow

5. Access services covered

a) The services provided by every Research Infrastructure are set out in a specific Service Level Agreement between the Access Provider and EU-SOLARIS ERIC (the SLA).

b) The priorities and allocation of the actual use of its EU-SOLARIS-ERIC related Facilities is at the Access Provider's discretion in order to accommodate other demands on the use of facilities and avoid conflicts of interest that may arise

c) EU-SOLARIS ERIC services offered through the EU-SOLARIS ERIC catalogue can be changed by the Access Provider, regarding the services offered by it, following the rules and procedures specified in the SLA.

d) The list of the EU-SOLARIS ERIC services provided by the Research Infrastructure is specified in the SLA and will be reviewed every two years by the Access Provider.

e) Following approval of their application by EU-SOLARIS ERIC and before accessing the services of the Research Infrastructure, the Proposal Team must agree to the specific terms and conditions of the RI for accessing its services.

6. Responsibilities of the Access Provider about the provision of services

a) The Access Provider will make its best efforts to make available services to EU-SOLARIS ERIC as detailed in the SLA.

b) The Access Provider will advise EU-SOLARIS ERIC of any changes to its EU-SOLARIS ERIC services, including changes in cost. The SLA and the on-line catalogues will be updated accordingly.

c) The Access Provider will advise EU-SOLARIS ERIC as soon as possible of significant down time (greater than six months) of any of its equipment required for the provision of EU-SOLARIS ERIC services due to repairs or routine maintenance.

d) The Access Provider will provide any basic training it deems necessary in the use of any of its equipment which the User is authorised to use as part of the research described in the Access Proposal.

e) The Access Provider is responsible for the compliance of users with all Research Infrastructure's requirements for accessing the EU-SOLARIS ERIC services provided by the Access Provider, including but not limited to local health and safety rules and procedures. Any sanctions for breaching local rules by users are the sole responsibility of the Access Provider.

f)   The Access Provider shall appoint an Access Manager. The Access Manager is the contact who will liaise with the EU-SOLARIS ERIC Hub and be its representative for the purpose of receiving invoices, reports and other notices; this representative can be changed upon communicating the new one to the EU-SOLARIS ERIC Hub.

g)   The Access Provider will make its best efforts to play an active role in the other EU-SOLARIS ERIC activities for the wide user community, for example participating in EU-SOLARIS ERIC training courses or internships.

h)   The Access Provider will comply with the EU-SOLARIS ERIC Access, IPR and Data Management policies, as soon as these documents are approved by the General Assembly, kept updated by the Central Hub and made public on the EU-SOLARIS ERIC web site.

7. EU-SOLARIS ERIC responsibilities about provision of access

a)   The process whereby Users can access the services provided by the Access Provider and the Access Costs are detailed in the Service Level Agreement.

b)   The EU-SOLARIS ERIC Hub will liaise with the Access Provider in all requests for the use of all or any part of the EU-SOLARIS ERIC services and facilitate User access to them.

c)   The EU-SOLARIS ERIC Hub's representative for the purpose of receiving reports and other notices shall be, until further notice, the EU-SOLARIS ERIC Managing Director.

d)   The EU-SOLARIS ERIC Hub will monitor complaints about Users made by the Access Provider and vice versa and inform the Access Committee if actions are required.

e)   EU-SOLARIS ERIC will evaluate the Access Provider at least once every five years through independent peer review against the criteria set out in this EU-SOLARIS-ERIC Access Policy.

8. Intellectual Property Rights

Inventions, Patents, Licenses

a)   All Intellectual Property Rights (IPRs) which are owned by any Party shall remain vested in that Party and nothing in this Agreement shall transfer ownership of such IPRs to any other Party or any third party, unless agreed separately in writing.

b)   The Access Provider shall adhere to the rules agreed on Art. 10 and 11 of EU-SOLARIS ERIC statutes and to the specific EU-SOLARIS ERIC's IPR Policy and Data

Management Policy which shall be agreed and approved through the General Assembly of EU-SOLARIS ERIC.

Publications

Publications shall be prepared according to the procedures of the Party by whom the author of such publications is employed. Joint publications shall be prepared by agreement of the Parties.

Warranty

The Parties shall take care that, to the best of their knowledge, the information transmitted is accurate and material and equipment supplied for a specific purpose is suitable, as far as no other agreement is made in the respective Appendixes arising from the Service Level Agreement.

Liability

a) Except where it results from gross negligence or willful misconduct of the other Party, each Party shall not be liable to the other for any damage caused by its personnel to the personnel or property of the other during the performance of tasks deriving from the Access activities.

b) For access services, upon Access Provider's explicit request User/User groups shall provide evidence of full civil responsibility and/or work accident insurance coverage by their own organization/s for the whole duration of the access to Access Provider's Installations in connection with the Project.

c) The Parties will not hold each other liable for damage resulting from the use of information and data submitted according to the Service Level Agreement, or inaccuracy of information, material and equipment supplied for specific purposes.