**Service Level Agreement between Institute and**

**EU-SOLARIS ERIC**

**for the Provision of Services in the Field of Solar Energy Research**

**Definitions and Interpretations**

For purposes of this Agreement, the following capitalised terms and expressions in this Agreement shall have the following meanings:

**“EU-SOLARIS-ERIC Members”** are certain States of the European Union, Associated Countries, countries other than Associated Countries and intergovernmental organizations, who are signatories to the EU-SOLARIS ERIC statutes.

**“The INSTITUTE, or “CENTRE”** is the R&D Centre located in COUNTRY to which this Service Level Agreement refers

“**Access Proposal**” means a request for access to structural CSP/STE research infrastructures located at Institute, submitted to EU-SOLARIS.

**“Access Cost”** means the cost of access provided by Institute.

“**Access Committee**” means the EU-SOLARIS ERIC committee created to monitor Access Proposals from Users to Institute or any other R&D centre associated to EU-SOLARIS ERIC.

“**EU-SOLARIS ERIC General Assembly**” means the principal governing body of EU-SOLARIS ERIC.

**“EU-SOLARIS ERIC services”** means the technology, expertise and training that Institute will make available for Users and included in the on-line catalogue.

“**Proposal team**” means the principal investigator named in an Access Proposal and all employees, students, agents or appointees of a User working on it.

**“Service”** means any work done by Institute for EU-SOLARIS ERIC, associated or not to an Access Proposal.

**“Users”** mean those [academic and commercial] researchers who are eligible to apply for a service.

“**EU-SOLARIS-ERIC Hub**” refers to the administrative offices of EU-SOLARIS ERIC whose role is to coordinate the provision of infrastructure access.

**iNSTITUTE- EU-SOLARIS ERIC**

**COOPERATION BACKGROUND**

Whereas

 Institute

and

The EUROPEAN RESEARCH INFRASTRUCTURE CONSORTIUM ‘EU-SOLARIS’ (European Solar Research Infrastructure for Concentrated Solar Power), hereinafter referred to as EU-SOLARIS ERIC, represented by its Managing Director, having its Statutory Seat in Almería (Spain), established through the European Commission Implementing Decision (EU) 2022/7351, dated 19/10/2022;

Whereas

COUNTRY has been an active participant in the EU-SOLARIS initiative since its origins in 2010. It shares the common view of all EU-SOLARIS participants that Concentrating Solar Power/Solar Thermal Electricity (CSP/STE) technologies have the potential to play a very important role in the Energy Transition, because of their excellent value proposition in the many regions of the world with high solar resources and, particularly, because of their dispatchability when combined with Thermal Energy Storage (TES). It also shares the view that to realize this potential these technologies have to accelerate even further the impressive rate at which they have been increasing their cost-competitiveness within the last two decades, and that this can only be achieved through research, innovation, technology development, testing and verification at a degree of quality and at a scale that cannot be achieved by individual research laboratories working alone;

Whereas

Institute is one of the most relevant R&D centers on CSP/STE technologies in the World, making of it a relevant party of EU-SOLARIS ERIC;

Institute and EU-SOLARIS ERIC, hereinafter referred to as the “Parties”, have agreed the following:

**SERVICE LEVEL AGREEMENT IN THE FIELD OF RESEARCH INFRASTRUCTURES FOR SOLAR ENERGY RESEARCH**

**Art. 1 Subject**

The subject of this Agreement is the cooperation in research and development in the field of Research Infrastructures for Solar Energy technologies, in particular through the provision of access to technology, services, expertise and training for advanced R&D methods on concentrating solar power and solar thermal applications. The present Service Level Agreement sets out the availability of services that EU-SOLARIS-ERIC should expect to receive from Institute. It aims to enable Institute and EU-SOLARIS-ERIC to work together effectively and meet the needs of the user community.

This cooperation may imply:

1. Provision of access to research infrastructures
2. Technical and/or scientific services without access to research infrastructures
3. Exchange of scientific and other R+D personnel
4. Exchange of scientific information and data

Terms and conditions for each cooperation will be jointly defined in written and approved by the Parties on separate specific agreements duly executed by the Parties. This Agreement does not create any obligation for the Parties to enter into any specific contract, being necessary in any case the prior written acceptance of Institute, which will be conditioned to the availability of its facilities, its personnel, the commitments assumed with third parties, among other reasons.

**Art. 2 Access services covered**

1. The services provided by Institute are set out in the Appendix of this agreement
2. The priorities and allocation of the actual use of its EU-SOLARIS-ERIC related Facilities is at Institute’s discretion in order to accommodate other demands on the use of Facilities and avoid conflicts of interest that may arise
3. EU-SOLARIS ERIC services offered through the EU-SOLARIS ERIC catalogue can be changed by Institute, regarding the services offered by it, following the rules and procedures specified in this agreement.
4. The list of the EU-SOLARIS ERIC services provided by Institute is specified in the Appendix and will be reviewed every two years by Institute
5. Following approval of their application by EU-SOLARIS ERIC and before accessing the services of Institute, the Proposal Team must agree to the specific terms and conditions of Institute for accessing its services.

**Art. 3 Institute responsibilities about provision of services**

1. Institute will make its best efforts to make available services to EU-SOLARIS ERIC as detailed in the Appendix
2. Institute will advise EU-SOLARIS ERIC of any changes to its EU-SOLARIS ERIC services, including changes in cost. The Appendix to this agreement and the online catalogues will be updated accordingly
3. Institute 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
4. Institute will provide any basic training it deems necessary in the use of any of its equipment which the User is authorized to use as part of the research described in the Access Proposal
5. Institute is responsible for the compliance of users with all Institute’s requirements for accessing the EU-SOLARIS ERIC services provided by Institute, 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 Institute
6. Institute shall appoint a contact who will liaise with the EU-SOLARIS ERIC Hub and be Institute 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.
7. Institute 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.
8. Institute will comply with the EU-SOLARIS ERIC Access, IPR and Data Management policies, as approved by the General Assembly and kept updated by the Hub and made public on the EU-SOLARIS ERIC web site.

**Art. 4 EU-SOLARIS ERIC responsibilities about provision of access**

1. The process whereby Users can access the services provided by Institute and the Access Costs are detailed in the EU-SOLARIS ERIC Access Policy
2. The EU-SOLARIS ERIC Hub will liaise with Institute in all requests for the use of all or any part of Institute’s EU-SOLARIS ERIC services and facilitate User access to Institute’s EU-SOLARIS ERIC services
3. The EU-SOLARIS ERIC Hub’s representative for the purpose of receiving payments, if any, reports and other notices shall until further notice be the EU-SOLARIS ERIC Managing Director
4. The EU-SOLARIS ERIC Hub will monitor complaints about Users made by the Institute and vice versa and inform the Access Committee if actions are required
5. EU-SOLARIS ERIC will evaluate Institute at least once every five years through independent peer review against the criteria set out in the EU-SOLARIS- ERIC Access Policy;

**Art. 5 Exchange of Personnel**

The specific details and conditions for any exchange of personnel will be defined in written by the Parties on a case-by-case basis

The generic regulations and rules are the following:

1. Prior to delegating personnel, the Parties shall agree, on a case-to-case basis, on the following items:

-activities of the personnel delegated;

-cost, if any, associated to the exchange of Personnel

-purpose of the mission;

-duration of the mission;

- cost (if any) associated to the exchange of personnel

-the persons to be delegated (name, qualification).

1. The personnel so delegated shall remain in the employ of the delegating organization for the duration of their assignment to the mission.
2. The delegating Party shall require that such personnel respect the instructions of the other Party and comply with its general security and safety regulations.
3. Institute ´s acceptance in written will be compulsory before any exchange of personnel
4. On completion of the mission, personnel delegated shall make a final report on their activities during the mission to both the delegating and receiving Parties.
5. In justified cases and on request of the receiving Party, the delegating Party shall terminate the mission of any delegated person and delegate another person instead after consultation with the receiving Party.
6. The delegating Party shall bear the regular costs of salary of personnel delegated under this Cooperation Agreement, as well as cost of travel by the personnel delegated in the performance of their official activities during the mission, provided no other agreement to the contrary is concluded by the Parties.
7. The delegating Party shall provide personnel delegated with sufficient health/accident insurance and civil responsibility coverage for the period of the mission.

**Art. 6 Exchange of Information**

1. The Parties acknowledge that during the term of this Agreement certain information may be disclosed by one Party to the other, which is and shall be treated as confidential by the recipient.
2. In such circumstances, the Party disclosing the confidential information shall make clear to the receiving Party that the relevant information is confidential.
3. The receiving Party shall hold such relevant information in confidence and shall not use it for any purpose other than in accordance with this Agreement.
4. The receiving Party shall not disclose such confidential information, directly or indirectly or otherwise make available in whole or in part to third parties without the prior written consent of the disclosing Party, except to the extent necessary by the recipient Party to its employees and officers and to its outside professional advisors.
5. The foregoing obligations shall not apply to any portion of the confidential information which the receiving Party can establish that it:

-was known to it prior to its receipt from the disclosing Party; or at the time of disclosure, or thereafter through no fault of the receiving Party, generally available to the public by publication or otherwise; or

-was received without any obligation of confidentiality from a third party which, to the best knowledge of the receiving Party, has the right to disclose the same; or

-was independently developed by the receiving Party without access or reference to the confidential information of the disclosing Party; or

-was disclosed in order to comply with applicable laws or regulations or with a court or administrative order.

1. The receiving Party shall, to the extent permitted by applicable law, impose the same obligations as set out above on all of its officers and employees having access to the confidential information, both during and following their retention by the receiving Party.
2. Notwithstanding the foregoing, the receiving Party shall be liable for any breach of this obligation by its officers and employees.
3. The confidentiality and non-use obligations hereunder shall survive expiration or termination of this Agreement and remain valid for a period of five (5) years from the date hereof.
4. All of the Confidential Information (including any Intellectual Property Rights in the Confidential Information) provided by the Disclosing Party shall remain the sole property of the Disclosing Party and no rights other than those expressly set out in this Agreement are granted or to be implied from this Agreement.

**Art. 7 Access to Data**

1. Institute shall adhere to the principles agreed on Art. 7 of EU-SOLARIS ERIC statutes and to the specific EU-SOLARIS ERIC Access Policy.

**Art. 8 Inventions, Patents, Licenses**

1. 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.
2. Institute 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 Policy which shall be agreed and approved through the General Assembly of EU-SOLARIS ERIC.
3. Any further Appendixes may contain further specifications on this topic.

**Art. 9 Publications**

1. Subject to Art.6, 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.

**Art. 10 Warranty**

1. 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 this Service Level Agreement.

**Art. 11 Liability**

1. 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 present Service Level Agreement.
2. For access services, the users must have a civil liability insurance to cover any damage to Institute facilities and equipment, up to 500.000 € (five hundred thousand Euros)
3. The Parties will not hold each other liable for damage resulting from the use of information and data submitted according to Art. 4, of this Service Level Agreement, or inaccuracy of information, material and equipment supplied for specific purposes.

**Art. 12 Signature, Integral Parts, Language, Amendments**

1. This Service Level Agreement shall be signed in two originals with legally binding effect by both Parties. Each Party shall receive a copy.
2. This Agreement is written and is only available in English.
3. All Appendixes form an integral part of this Service Level Agreement.
4. Amendments and addenda to this Service Level Agreement shall be legally effective only if agreed upon in writing and signed by both Parties.

**Art. 13 Entry into Force, Duration**

1. This Service Level Agreement shall enter into force upon signature and shall remain in force until December 31, 2026, provided COUNTRY keeps its participation in EU-SOLARIS ERIC.
2. It may be extended by another period if so agreed expressly and signed by both parties.

**Art. 14 Force Majeure**

1. Neither Party shall be liable for events due to force majeure such as war, revolution, sabotage, civil disturbances, acts of violence against the other Party, strikes or other labor disputes, disasters such as gales, floods, storms or earthquakes, if and insofar as, such events impede or impair either Party in the performance of its obligations under this Agreement.
2. If such force majeure should prevent either Party from fulfilling this Agreement for a period of more than 180 calendar days, the Parties shall agree to a procedure which enables them to do so. If, however, fulfilment of this Agreement is impossible for a further 180 calendar days, the other Party may withdraw. In such a case, costs shall be brought to account according to the services rendered up to that point.

**Art. 15 Termination**

1. Either Party may terminate this Cooperation Agreement at the end of a calendar year, subject to previous notice in writing at least six (6) months before the effective end.
2. Except in case of force majeure, either Party shall be entitled to terminate this Service Level Agreement in the event that the other Party fails to honor one or several of its obligations hereunder. Termination shall become effective 4 months after the non-defaulting Party has sent a registered letter with acknowledgement of receipt giving the defaulting Party notice that it must fulfill its obligations, unless within that deadline the defaulting Party has fulfilled its obligations. The notice shall include a detailed description of the breach.
3. Notwithstanding termination of this Agreement, its provisions shall continue to bind the Parties in so far and for as long as may be necessary to give effect to their respective rights and obligations accrued prior to termination.

**Art. 16 Applicable Law**

1. This Agreement shall be governed by the laws of Spain. All disputes arising in connection with the interpretation or implementation of this Agreement shall be settled amicably.
2. Failing such an amicable settlement within thirty (30) days from written notification by one Party to the other of the existing dispute, the Parties agree, without any precedent to any other contract, to submit said dispute to the Spanish Courts at the city of Madrid.

Signed in COUNTRY and Almería

|  |  |
| --- | --- |
| For Institute: XXXXXXXXXXDate:  | For EU-SOLARIS ERIC: Dr. Diego Martinez Plaza Managing DirectorDate:  |

**APPENDIX**

**Services offered by Institute**

(details will be defined in a separate document signed by both Parties before rendering the service)

|  |  |  |  |
| --- | --- | --- | --- |
| **Service name** | **Facility or tools** | **Access service****(Y/N)** | **Estimated number****of weeks available****per year** |
|  |  | Y | 22 |
|  |  | Y | 22 |
|  |  | Y | 25 |
|  |  | Y | 25 |
|  |  | Y | 25 |
|  |  | Y | 15 |
|  |  | Y | 12 |
|  |  | Y | 25 |
|  |  | Y | 25 |
|  |  | Y | 15 |
|  |  | Y | 25 |
|  |  | Y | 25 |
|  |  | Y | 12 |
|  |  | Y | 12 |
|  |  | Y | 25 |
|  |  | Y | 25 |