
ELI-ALPS General Terms and Conditions for Commissioning User Access under the Commissioning User Call

These ELI-ALPS General Terms and Conditions for Commissioning User Access (hereinafter the “Terms and Conditions”) apply to all Users and User Institutions. ELI-ALPS and User Institution may collectively be referred to as “Parties” and individually also as a “Party”.

Parties are aware that these Terms and Conditions form a legally binding agreement between them.

ELI-ALPS shall reserve the right to decide on a case-by-case basis whether a separate agreement beyond these Terms and Conditions is required.

1. Admission to the ELI-ALPS Facilities

1.1. Under these Terms and Conditions, ELI-ALPS will make available to User Institutions the Facilities for the sake of carrying out the Experiment jointly with ELI-ALPS.

1.2. Individuals not affiliated with a User Institute will not be admitted access the Facilities.

1.3. The User needs to report any proprietary research, which is to be conducted as part of the proposal. In such case ELI-ALPS reserves the right to charge the User institution in accordance with the currently valid fees.

1.4. If the proposed research or parts of it, is funded by a commercially-driven company or institution, the User Institution shall inform ELI-ALPS about the collaboration. This information may be used by ELI-ALPS for statistical and other administrative purposes.

1.5. User Institutions and Users must at all times be covered by appropriate insurance(s) including but not limited to adequate liability insurance in order to be allowed to carry out Experiments at the Facilities, and must be able to show evidence of such insurance coverage upon ELI-ALPS’s request.

1.6. User Institution guarantees and warrants that all Users have medical fitness, safety and professional skills, which are necessary for the researches to perform Experiments in the Facilities.

2. Proposal Information

2.1. ELI-ALPS as data controller, respects the privacy of Proposers, protects personal information and takes the necessary security measures to safeguard personal data given in connection with Experimental Proposals. ELI-ALPS uses personal data efficiently and effectively and only for the selection procedure in relation to the Experimental Proposal and registration of a visit to the Facilities. ELI-ALPS may share the information with external experts if needed for the review of Experimental Proposals in which connection ELI-ALPS ensures that personal data is not transferred without suitable safeguards. ELI-ALPS stores personal data only as long as is necessary for the purposes abovementioned and shall destroy personal data which is no longer needed. By accepting this General Terms and Conditions of ELI-ALPS, Proposers give their free, specific and unambiguous, explicit consent to the processing of personal data relating to them in accordance with Article 6., Section 1. (a) of the General Data Protection Regulation. More information about the use of personal data can be found here: [<https://www.eli-alps.hu/en/Data-Protection-1/Data-Protection-Information> & <https://www.eli-alps.hu/en/Data-Protection-1/Data-Protection-3>]

2.2. ELI-ALPS reserves the right to withdraw User's and/or User Institution's access to the Facilities if the information provided in the Experimental Proposal or sample declarations changes after it has been submitted (including but not limited to changes to samples, personnel or research purpose). Any such change needs to be submitted to ELI-ALPS in due time for evaluation and approval prior to the initiation of any Experiment related activity at the Facility.

2.3. User Institution warrants that all research activities are conducted in accordance with the generally accepted rules for good scientific practice.

2.4. Although Parties will make best efforts to carry out the Experiment, no Party undertakes that any research will lead to the desired result, nor does it guarantee a successful outcome of the Experiment.

3. Cost

The Parties agree that the all costs incurred by performing the Experiment under this agreement shall be financed independently by the Parties, unless otherwise agreed in written form. Parties shall bare their own costs arising in connection with the fulfilment of the Experiment.

4. Conducting Experiments/projects

4.1. User Institutions and each individual User are subject to the administrative and technical supervision and control of ELI-ALPS; and shall comply with all from time to time applicable legislative requirements as well as all from time to time applicable polices and other internal regulations of ELI-ALPS with regard to access to and use of the Facility, including but not limited to safety, operating procedures, data policy, environment protection, access to information, experimental data, IT-security, and general conduct. Any such internal regulation of ELI-ALPS shall be made available for User Institutions and Users in due time. User Institutions and Users shall at all times present at ELI-ALPS follow all reasonable instructions by ELI-ALPS Staff. User Institution shall execute any documents required by ELI-ALPS, acknowledging and agreeing to comply with these Terms and Conditions and hence, any such applicable rules and policies of ELI-ALPS.

4.2. Each Experiment must be sufficiently staffed to conduct the Experiment safely and the Users must have correct and adequate training and education in order to perform the Experiment. If this cannot be assured, it must be clearly stated in the Experimental Proposal.

5. Property and Materials

5.1. User Institutions may be permitted by ELI-ALPS to furnish equipment, tooling, test apparatus, or materials necessary to assist in the performance of their Experiment(s) at the Facilities. Any such equipment, tooling, test apparatus, or materials can be jointly utilized by ELI-ALPS Staff under the joint research effort of the Experiment. Such items must comply with ELI-ALPS safety policy and requirements applicable from time to time and shall remain the property of User Institution. Unless an exception is granted by ELI-ALPS, all such items (except for materials, see below) shall be removed by User within sixty (60) days of the end of each Experiment or will be disposed of at User Institution's expense. User Institution acknowledges that any material supplied by User Institution may be damaged, consumed or lost. Materials (including residues and/or other contaminated material) remaining after performance of the work or analysis shall be removed immediately by User Institution

at its expense. Users shall leave Facilities and equipment utilised in their original condition except for normal wear and tear.

5.2. ELI-ALPS shall have no responsibility for User Institution's property in ELI-ALPS's possession other than loss or damage caused by wilful misconduct or gross negligence of ELI-ALPS or ELI-ALPS Staff.

6. Scheduling

6.1. User Institution acknowledges that ELI-ALPS will have sole responsibility and freedom for allocating and scheduling usage of the Facilities and equipment needed for User Institution's Experiment(s) and that ELI-ALPS at its own discretion may reallocate time for use of Facilities.

6.2. In the case where User Institution has to cancel scheduled beamtime, User Institution must as soon as possible inform ELI-ALPS. Beamtime may, at ELI-ALPS's discretion, in such case be lost.

6.3. In case User Institution has repeatedly cancelled scheduled beamtime, ELI-ALPS retains the right to deny User, or User Institution, further access to the Facilities.

7. Non-compliance

ELI-ALPS retains the right to withdraw User's, and/or User Institution's, access to the Facilities upon breach of any of the provisions of these Terms and Conditions, including non-compliance with any ELI-ALPS internal policies or other reasonable instructions of ELI-ALPS.

8. Indemnification

8.1. User Institution shall be responsible for the acts or omissions of the Users they send to ELI-ALPS under these Terms and Conditions.

8.2. If User and/or User Institution utilises the work derived from its Experiments at the Facilities in the making, using, or selling of a product, process or service, then User Institution hereby agrees to hold harmless and indemnify ELI-ALPS 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 or User Institution, its assignees or licensees.

8.3. User Institution hereby agrees to indemnify and hold harmless ELI-ALPS 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 Institution or its employees or representatives during the performance of the work under these Terms and Conditions.

9. Warranty and Liability

9.1. ELI-ALPS makes no express or implied warranty as to the conditions of the Facilities furnished hereunder.. ELI-ALPS shall not guarantee either the full functionality or the maximum stability of the ELI-ALPS systems and Facilities. All efforts will be made on ELI-ALPS' behalf to ensure successful joint

research activities and prevent any inconvenience, but ELI-ALPS reserves the right to reschedule or cancel the Experiment on short notice.

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

9.3. By accepting this Terms and Conditions User Institution acknowledges that is shall be liable for any losses, damages or claims that are a result of User Institution's or Users' non-compliance with all mandatory provisions of the Terms and Conditions herein.

10. Ownership

10.1. Each Party remains the owner of its Background IP. The Parties shall not have any rights to the Background IP of the other Party.

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

10.3. Each Party will solely own the Foreground generated during the implementation of the Experiment by its own personnel and/or researchers (Users or ELI-ALPS 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.

10.4. 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.

10.5. A Joint IP license agreement shall be discussed and set forth 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 intellectual property management rules and applicable legislation.

11. Data policy and publication

11.1. All raw data and the associated metadata obtained as a result of public research will be made available as open access after an initial embargo period of thee (3) years during which access is restricted to the Parties.

11.2. Access to raw data and the associated metadata obtained from an experiment is restricted to the Parties as the case may be for a period of three years after the end of the experiment. Thereafter, it will become publicly accessible.

11.3. Any publication on the results of the Experiment, shall be made by mutual agreement between the Parties. If any of the Parties wishes to disclose/publish any result of a joint research activity, the Parties shall use the following rules:

- The Party wishing to publish the scientific result shall send – by post or electronically – to the other Party’s representative the proposed text of the publication at least 15 working days prior to the foreseen date of submission for publication.
- In an official written notice sent within fifteen (15) business days of the date of receipt of the text of the proposed publication, the recipient Party may request the publishing Party to postpone the proposed publication not more than sixty(60) days from the receipt of the notice, if postponement is necessary for obtaining patent or similar protection in respect of its existing intellectual property or the research findings to be published, according to serious and legitimate arguments of the recipient Party.

This provision shall survive up to sixty (60) days the expiry of the Project Period or the termination of this Agreement for any reason.

11.4. The ELI-ALPS scientific staff that takes part in and has contributed to Experiments shall be offered co-authorship of publications that come out of the joint experiments according to good scientific practice.

11.5. In the acknowledgment of any publication made by User Institution or User or jointly by Parties the following references shall be indicated: *The experiment was conducted at the ELI-ALPS Research Institute.*

11.6. ELI-ALPS will store the data generated in the user assisted commissioning experiments according to its best ability but assumes no formal responsibilities for data storage. Users are expected to take home a copy of the data.

11.7. Ownership, including any IP rights that might arise, of all results derived from the analysis of the raw data is determined by the contractual obligations of the person(s) performing the analysis respectively the applicable law.

11.8. Experimental Reports are required and will also be used for evaluation of follow up proposals and, must be submitted to ELI-ALPS, no later than three (3) months after the project/Experiment at ELI-ALPS.

11.9. References for publications related to Experiments carried out at the Facilities must be deposited in the ELI-ALPS publications’ database within three (3) months of the publication date.

12. Legal status of Users and other User Institution Personnel

User Institution employees or representatives will at all times during their participation in the work under these Terms and Conditions be employed as such and shall not be considered employees of ELI-ALPS for any purpose.

13. Update of terms

ELI-ALPS retains the right to amend these Terms and Conditions from time to time at its own discretion. User Institution agrees to periodically review these Terms and Conditions for updates which shall come into effect once posted at <https://www.eli-alps.hu>. User and/or User Institution's continued use of Facilities will be deemed as User Institution's acceptance of these Terms and Conditions.

14. Applicable law

These Terms and Conditions are subject to Hungarian law, without reference to its conflict-of-laws rules.

15. Dispute resolution

15.1. Any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, or the breach, termination or invalidity thereof, shall first be referred to Mediation in accordance with the Mediation Rules of the Arbitration Institute of the Hungarian Chamber of Commerce, unless one of the parties objects.

15.2. If one of the parties objects to Mediation or if the Mediation is terminated, the dispute shall be finally resolved, the dispute shall be settled by the Hungarian district court of Szeged.

Definitions:

Background IP: information and/or intellectual property, whether or not protected as a matter of international property laws or if application or registration is required, existing prior to an Experiment at ELI-ALPS and related to a Party's own technology and services including analytical methods contributed to or generated by either Party.

Experiment: A set of tests or procedures carried out under controlled conditions at the ELI-ALPS facilities under joint research with ELI-ALPS with the participation of ELI-ALPS Staff to determine the validity of a hypothesis or make a discovery within a research field.

Experiment Proposal: electronic document comprising the description of the proposed joint-research and all associated beamtime requests.

Experiment Summary Report: document to be provided by the user via the User Office and describing the immediate result of the experiment.

Facilities: all research facilities made available by and at ELI-ALPS, which may include equipment, services, information and other material, with or without ELI-ALPS scientist collaboration, for purposes of performing Experiments at ELI-ALPS.

Foreground: any information, know-how, scientific and/or technical results, knowledge, inventions, software, whatever its form or nature and Intellectual Experiment resulting therefrom, in writing, whether or not they can be protected, as a result of the work according to the Experiment;

Joint IP: information and/or intellectual property, whether or not protected as a matter of international property laws or if application or registration is required, arising from research carried out by User Institution jointly with ELI-ALPS under the Experiment.

Local Contact: ELI-ALPS Staff assigned to the proposed Experiment.

ELI-ALPS: ELI-HU Non-profit Ltd. as the legal entity implementing the Extreme Light Infrastructure Attosecond Light Pulse Source (ELI-ALPS) research infrastructure.

ELI-ALPS Staff: individuals working at ELI-ALPS under a contract of employment.

Proprietary Access: non-peer reviewed, market driven, access.

Users: all individuals affiliated with User Institution making use of the Facilities during the joint research activities with ELI-ALPS including scientists, engineers and students from academia, research

councils and charitable institutions, researchers from commercial and non-commercial organisations and ELI-ALPS Staff.

User Institutions: all institutions, universities, companies and other organisations, regardless of legal form, making use of the Facilities during the joint research activities with ELI-ALPS.