

Summary of Rules and Conditions

The following is a summary of the rules, conditions and eligibility governing visits to the RESEARCH INFRASTRUCTURES (RI's), participating in HYDRALAB, funded under the RESEARCH INFRASTRUCTURE PROGRAMME of the FP7 programme.

PLEASE NOTE: This summary is a digest made by HYDRALAB of the full contract with the Commission, bringing out just those points which are relevant to potential users of the *Infrastructures*. In case of conflicting articles, the full contract with the commission will prevail (which can be inspected by visiting researchers or at internet-site: http://cordis.europa.eu/fp7/capacities/research-infrastructures_en.html).

1. The *Infrastructure* has agreed to provide access for eligible researchers ("Users") to its large installations.
2. Access to the installations is provided free of charge to the Users and includes all infrastructural, logistical, technical and scientific support (including training) that is normally provided to external users of the installations. The test setup will remain property of the provider, unless otherwise agreed upon.
3. Travel and subsistence expenses of all users within an eligible team (see article 4), irrespective of their nationality, will be reimbursed according to the normal internal rules and procedures of the *Infrastructure*. This covers international travel from the User's institution to the *Infrastructure* for each period of occupancy of the installation or for a meeting, and a fixed daily subsistence rate for each day of occupancy of the installation (including weekends and public holidays). Exceptions to these rules need prior confirmation in writing by the *Infrastructure*.

Travel and subsistence will also be reimbursed on the same basis to Users when they attend user meetings with the prior written agreement of the *Infrastructure*.

Receipts of tickets for travel must be attached to claims, which will be made on the *Infrastructure's* standard Travel Claim forms. The claims for daily subsistence must be made on the same forms at the daily rate applicable at the time. Claims will be reimbursed in Euro (€) or the local currency of the *Infrastructure*, using the exchange rate operating at the date of the claim where necessary.

4. Only research teams of which the majority of researchers, and the team leader, is conducting their research in an Eligible State¹, not being the country where the *Infrastructure* is situated, are eligible to benefit. The term "research team" means a group of one or more researchers preferably not all coming from the same country. The team leader and the majority of the team are from eligible countries, except the country where the *Infrastructure* is situated. National research teams conducting their research in the country of the *Infrastructure* are not eligible. Researchers from third countries and from the country where the *Infrastructure* is situated may participate in a project. All Users will get the same financial support. Only research teams that are entitled to publish the results of their work in the *Infrastructure* in the open literature are eligible to benefit. Proprietary research shall not be supported, although an exception can be made for SME's.
5. The EC-supported Access programme is intended to finance primarily short visits to the installations (up to a three months, unless the EC explicitly gives permission for a longer period).
6. Proposals are selected on the basis of scientific merit through an independent peer review procedure by an international User Selection Panel. This selection panel is acting for all HYDRALAB partners on the basis of jointly agreed common selection rules (see HYDRALAB user selection rules).
Priority will be given to User Groups who have not previously used the installations and User Groups who are working in countries where no such installations exist. Successful proposals will not usually

¹ Eligible States are Member States of the European Community and Associated States (see Annex A)

commence occupancy of the installation earlier than three months after the closing date of applications, to allow time for the review procedure and the scheduling of the installations.

7. The *Infrastructure* shall, on a royalty-free basis, grant to Users non-exclusive licences and user rights concerning Foreground Information to the extent necessary for the execution of their own research and development work. Foreground Information means all information generated by the *Infrastructure*, or a third party working for it, during the performance of the project.
8. The User Group should draft a data storage plan prior to the experiments. This plan will explain in detail how the data will be stored in such a way that researchers outside the user group can make use of it. The experiments can only start after the written approval of the plan by the *Infrastructure*.

Users must provide a written report, conforming with rules specified by the Commission, at the end of their visit (1 page summary report and description of highlights of project results). These reports will be submitted by the *Infrastructure* to the Commission as annual or final reports, and may be published by the Commission. The last payment of travel and subsistence costs will only be due after receipt of these reports.

A data report or descriptive report, including experimental set-up, programme of experiments, the (summary of the) data collected (if appropriate) within the project and detailed explanation of data storage, must be submitted to the *Infrastructure* before publication. The analysis of the results of the research must be published on the HYDRALAB webpage (executive summary) as well as in the open literature, which is subjected to a peer review. The time schedule regarding a data report and first publication will be agreed upon between the User Group and the *Infrastructure*, before the Access period starts.

9. The knowledge and all data resulting from the use of the installations under this programme is the property of the user group, with the following limitations on their property rights:
 - all collected data, publications and reports must be sent by the user group to the facility manager of the *Infrastructure* immediately after completion;
 - all collected data should be made available to any European researcher on their request, but not before two years after the last experiment;
 - the co-operation of the User Group is obligatory if the *Infrastructure* takes the initiative to prepare a joint publication.

The research group will have the first right of publication within a period of two years after the last experiment. If the User Group fails to publish the results within two years after the last experiment, the *Infrastructure* will ensure that the knowledge is disseminated in accordance with article II 30 of Annex II to the HYDRALAB contract.

Users are strongly encouraged to publish the results of their research as many times as possible in the open literature. Manuscripts must be submitted to the *Infrastructure* for approval in sufficient time that changes can be made prior to publication. Such changes will normally only be to the form of acknowledgements, authorships, etc.

Users must acknowledge in their publications that their work was financially supported by the European Community's 7th Framework Programme.

10. At the end of their occupancy of the *Infrastructure*, all Users shall sign a record of presence at the *Infrastructure*, giving their nationality, their place of work, date of birth, contact details, and the duration of access to the *Infrastructure*.
11. Meetings of the Users will be organised if required at the *Infrastructure* prior to the access period to help making the access project a success. In exceptional cases such meeting can be organised after the access period, if deemed necessary by the provider to fulfil the provider's obligations. A joint meeting of representatives of each access project of all HYDRALAB partners with an access contract will be organised to encourage further scientific collaboration. Travel and subsistence of Users attending these meetings will be reimbursed on the basis given in Article 3. This will be combined with a HYDRALAB meeting.

12. Users shall abide by the normal working practices, working hours, and health and safety regulations of the *Infrastructure* while present on the site.
13. The *Infrastructure* shall incur no liability in respect of any claim that may arise from the use of its *Infrastructure* under this contract. The presence of Users in the *Infrastructure* occur at their own risk. Neither the personnel of the *Infrastructure* nor the *Infrastructure* itself accept liability for the damage or loss of any instruments, apparatus and test equipment of the Users whether or not such damage or loss was caused directly or indirectly by their negligence. Each visiting user will ensure he/she has a appropriate insurance, including personal health, accident cover and personal liability.

ANNEX A, List of eligible States

In the frame of the EC programme, access to the infrastructure is open to research teams of which the majority of researchers, and the team leader, are conducting their research in an Eligible State, not being the country where the Infrastructure is situated. The term "research team" means a group of one or more researchers preferably not all coming from the same country. Researchers from third countries and from the country where the Infrastructure is situated may participate in a project as part of a research team satisfying the rules of eligibility. In that case all users will get the same financial support.

Eligible states: European Community and Associated States

European Community

Austria
 Belgium
 Bulgaria
 Cyprus
 Czech Republic
 Denmark
 Estonia
 Finland
 France
 Germany
 Greece
 Hungary
 Ireland
 Italy
 Latvia
 Lithuania
 Luxembourg
 Malta
 Netherlands
 Poland
 Portugal
 Romania
 Slovakia
 Slovenia
 Spain
 Sweden
 United Kingdom

Associated States

Albania
 Bosnia & Herzegovina
 Croatia
 Faroe Islands
 Former Yugoslav Republic of Macedonia and Serbia
 Iceland
 Israel
 Liechtenstein
 Montenegro
 Norway
 Switzerland
 Turkey