



## Summary of Rules and Conditions for Transnational Access



The following is a summary of the rules, conditions and eligibility governing access to the *Infrastructures* participating in GEOLAB. GEOLAB is a starting community of Research Infrastructures for environmental and geotechnical research funded by the Horizon 2020 Research and Innovation programme. *Infrastructure*, in the sense used in this document, is a facility or set of facilities at one of the participating members of the GEOLAB network, in which experimental environmental and geotechnical research can be performed.

PLEASE NOTE: This summary is a digest written by GEOLAB based on the Grant Agreement with the Commission, identifying the information that is most relevant to potential Users of the *Infrastructures*. In case of any conflicting articles with the Grant Agreement with the Commission, the latter will prevail.

1. The *Infrastructure* has agreed to provide eligible researchers ("Users") access 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 the property of the provider, unless otherwise agreed upon.
3. Travel and subsistence expenses for all Users within an eligible team, regardless of their nationality, will be reimbursed according to the common rules and procedures of the *Infrastructure*, provided in the Quality Management Plan (D01.01), as long as the total costs do not exceed the total available budget. The general guidelines and conditions for travel and subsistence reimbursement are provided in Chapter 2.4 of the Quality Management Plan (D01.01).
4. Only User Groups of which the majority of members and the team leader, come from Eligible State/s, except the country where the *Infrastructure* is situated, are eligible for access. The term "User Group", means a group of one or more researchers preferably not all from the same country. National User Groups conducting their research in the country of the *Infrastructure* are not eligible. Researchers from countries other than the Eligible States and from the country where the *Infrastructure* is situated may participate in a project, but their number should not exceed 1/3 of the total number of Users in the User Group. In exceptional cases, a User Group with a majority from outside the EU and associated countries can be accepted, subject to the decision of the coordinator. Members of GEOLAB partners are allowed to participate in one or more User Groups as a small minority (not exceeding 1/3 of the number of researchers in the group) but are not allowed to be a User Group leader. All Users will get the same financial support. Only User Groups that are allowed to publish the results of their work in the *Infrastructure* in open literature are eligible for access. Proprietary research shall not be supported, although an exception can be made for SMEs.
5. The EC-supported Access programme is intended to primarily finance short visits to the installations, estimated up to one month per installation, but also taking into account the total number of projects per facility.
6. It is possible for the User Groups to be granted access to multiple installations within a TA period, provided that: (a) the need for multiple access is fully justified in the proposal, and (b) the process of granting access to multiple providers follows all the conditions and requirements stipulated in this document.
7. Proposals are selected, primarily on the basis of scientific merit and innovation potential, through an independent peer review procedure by an international User Selection Panel. This selection panel is acting for all GEOLAB partners on the basis of jointly agreed common selection rules. Occupancy of the installation will commence at the earliest 3 months after the announcement of successful proposals to allow for the scheduling and preparation of the installations.

**8.** 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.

Newly developed knowledge from the Project shall be owned by the party carrying out the work leading to such Results. If any Results are created jointly by at least two parties and it is not possible to distinguish between the contribution of each of the parties, such work will be jointly owned by the contributing parties. The same shall apply if, in the course of carrying out work on the project, an invention is made having two or more parties contributing to it, and it is not possible to separate the individual contributions. Joint ownership is governed by Grant Agreement Article 26.2 with the following addition: each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and educational activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).

**9.** The User Group shall observe data management and storage plan, as defined in D10.1, D10.2 and D10.3 of GEOLAB. Conformity to the prescribed standards ensures consistency across the different projects and facilitates the access of the data by other users outside the User Group.

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

A data report or descriptive report, including experimental set-up, programme of experiments, as well as the data collected (if appropriate) within the project and detailed explanation of data storage, must be submitted to the *Infrastructure* before publication. It is the responsibility of the Users to provide the experimental data in the format prescribed by GEOLAB, to the facility, where the experiments were conducted. The data sets will then be provided by the facility to the GEOLAB database. After the embargo period or after the first publication, the analysed research results must be published on the GEOLAB webpage (executive summary), as well as in the open literature. The published results will be 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.

**10.** The knowledge and all data resulting from the use of the installations under this programme is the joint property of the accommodating *Infrastructure* and 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 three years after the completion of the experiment.
- 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 completion of the experiment, the *Infrastructure* will ensure that the knowledge is disseminated in accordance with the GEOLAB Grant Agreement.
- the co-operation of the User Group is obligatory if, after 2 years, the *Infrastructure* takes the initiative to prepare a joint publication.
- Users are strongly encouraged to publish the results of their research, aiming at reaching as wide an audience as possible, and using "green" publication access as default and "gold" open access wherever possible<sup>1</sup>. In addition to journal publications, conference, and workshop proceedings, as well as announcements in media should be pursued, observing ethical standards in scientific publication, in the

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<sup>1</sup> [https://en.wikipedia.org/wiki/Open\\_access](https://en.wikipedia.org/wiki/Open_access)

open literature. Manuscripts must be submitted to the *Infrastructure* for approval in sufficient time so that suggestion for changes can be made prior to publication.

**Users must acknowledge in their publications that their work was financially supported by the European Union's Horizon 2020 Research and Innovation Programme.**

**11.** At the end of their occupancy of the *Infrastructure*, all Users shall sign a record of presence at the *Infrastructure*, providing their: name, surname, title, gender, date of birth, nationality, email address, Organization name, person's role in the organization, country and type of organization (Industry/ SME/ Academia/ CI manager/ Other) and the duration of access to the *Infrastructure*. The Duration of Access Form template is provided for.

**12.** Users shall abide by the normal working practices, working hours, and health and safety regulations of the *Infrastructure* while present at the site.

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* occurs 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 appropriate insurance, including personal health, accident cover and personal liability. The *Infrastructure* may agree with the leader of the User Group on a contract with specific terms.

**European Community (H2020)**

Austria  
Belgium  
Bulgaria  
Cyprus  
Croatia  
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 (H2020)**

Albania  
Bosnia & Herzegovina  
Faroe Islands  
Iceland  
Israel  
Moldova  
Montenegro  
Norway  
Serbia  
Switzerland  
Turkey  
Ukraine