



IPERION HS

2020



**access
and
service
policy**

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By submitting a proposal, the users declare to have read, understood and to abide by the following rules and procedures:

Access

Access refers to the legitimate and authorised physical, remote and virtual admission to, interactions with and use of IPERION HS services offered to users.

Such access can be granted, amongst others, to machine time, computing resources, software, data, data-communication services, sample preparation, archives, collections, the set-up, execution and dismantling of experiments, expert support and analytical services.

The length of an access is measured in access units. IPERION HS is responsible for the definition of access units, which may vary from precise values like hours or sessions of beam time to calendar days of access.

Access is provided in compliance with art. 16¹ of the H2020 Model Grant Agreement and the European Charter for Access to Research Infrastructures².

a. Eligibility criteria

IPERION HS provides only Trans-National Access. This means that access is provided under the condition that the user group leader and the majority of the users must work in an EU or associated country other than the countries where the installations are located. Access for user groups with a majority of users not working in a EU or associated country is limited to 20% of the total amount of units of access provided by IPERION HS.

In granting access to users, IPERION HS is committed to not discriminate on any personal grounds and guarantee equal opportunities in the application of the IPERION HS Grant Agreement.

b. Selection procedure and access preparation

IPERION HS selects the users' projects in the excellence-driven access mode. It means that the access is exclusively dependent on the scientific excellence, originality, quality, technical and ethical feasibility of a proposal evaluated through peer review conducted by a Peer Review Panel (PRP) composed by independent experts and users from different disciplines. This selection process also includes a feasibility assessment performed by the selected access provider. Legal restrictions or technical limits may apply on a case-by-case basis.

¹ ARTICLE 16 — PROVISION OF TRANS-NATIONAL OR VIRTUAL ACCESS TO RESEARCH INFRASTRUCTURE (https://ec.europa.eu/research/participants/data/ref/h2020/mga/gga/h2020-mga-gga-multi_en.pdf)

² https://ec.europa.eu/info/sites/info/files/research_and_innovation/2016_charterforaccessto-ris.pdf



At the end of the selection procedure, the users, together with the access provider, shall come to a written agreement on the modalities of the access delivery. Depending on the platforms, this can take the form of a detailed User Agreement or a formal written confirmation by email.

The users shall provide the access provider with all information known to him about the object of artefact that may be relevant for the safe conduct of the examination or relevant to the preparation of the examination. In some cases, the users may be asked by providers to authorize preparatory procedures essential to carry out the requested analysis (i.e. capture of high-resolution images of the artefact).

All the data provided by the users will be retained for the duration of the project. IPERION HS members can request the users to keep the data for a longer duration in a separate written agreement.

Use of services

a. Purpose of the research, ethical conduct and integrity

Users shall only use the services for professional activities related to Heritage Science investigations. Users must also comply with good Heritage Management practices.

Users shall not use the services for any purpose that is unlawful and not attempt to breach or circumvent any administrative or security controls within the facilities

Users shall adhere to the standard codes of conduct and ethical behaviour in scientific research and to research integrity³.

b. Applicable legislation and regulations

Users are responsible for complying with any applicable national legislation and host institutions regulations, especially safety regulations.

Users shall immediately report any known or suspected security breach or misuse of the services or access credentials to the specified incident reporting locations.

Users shall also adhere to and not willfully violate the terms of use and data policies determined by the access provider.

³ The European code of conduct for research integrity drafted by the European Science Foundation (ESF) and the European Federation of National Academies of Sciences and Humanities (ALLEA) sets out eight principles that Researchers need to abide to: honesty in communication, reliability in performing research, objectivity, impartiality and independence, openness and accessibility, duty of care, fairness in providing references and giving credit, and responsibility for the scientists and researchers of the future.

http://www.allea.org/Content/ALLEA/Themes/Scientific%20Integrity/Code_Conduct_Research_Integrity.pdf



c. Cost

Thanks to the funding of the European Commission under the Grant Agreement n° 871034, IPERION HS provides access free of charge for the users. Travel and accommodations costs are borne by the access providers in compliance with their national or local rules.

User duties

a. Users and user groups

There is no formal difference between single users and groups. The ‘user-group’, is a team of one or more researchers (users) led by a ‘user group leader’. Users can thus be individuals or teams from academia, business, industry and public services. They are engaged in the conception or creation of new knowledge, products, processes, methods and systems and also in the management of projects. Teams can include researchers, doctoral candidates, technical staff and students participating in research in the framework of their studies.

b. Acknowledgement and co-authorship

Users shall acknowledge the contribution of IPERION HS in any output (i.e. publication, patent, data, etc.) deriving from research conducted within its realms as follows: “Financial support by Transnational Access to Research Infrastructures activity EU H2020 Programme (IPERION HS GA 871034) is gratefully acknowledged”.

Users agree to reference the source of the data in every communication where they make use of, or refer to the data resource. Where a persistent identifier is provided for the resource this will be used in the reference. If data is licensed as CC0⁴ (No Rights Reserved) or is public domain, then this requirement is waived.

In accordance with good scientific practice, the users should follow the principle of co-creation of knowledge giving co-authorship to those working at the IPERION HS facilities having made genuine scientific or technical contributions to their work. Where the resource stipulates a specific form for this reference or acknowledgement with a facility, this form shall be used by the users.

c. Open Data

IPERION HS promotes FAIR principles and Open data practices. IPERION HS encourages to provide open access to data resulting from access services. Hence users are expected to make their publications available through open access repositories⁵.

⁴ <https://creativecommons.org/share-your-work/public-domain/cc0/>

⁵ <https://www.openaire.eu/how-to-make-your-data-fair>



For the widest possible re-use of the data, while protecting the collaboration's liability and reputation, data should be released under the standard Creative Commons CC-BY⁶ or any similar licensing system. To maximize best long-term guarantees in terms of usability, accessibility and sustainability of the data sets, preferred file formats are suggested in the following documents by Archaeology Data Service⁷ (ADS), or by the Data Archiving and Networked Services⁸ (KNAW-DANS).

To foster FAIRness, data shall also be identified with persistent data identifiers, where this procedure is already in place, and it is expected that the third parties, whether from the scientific community or from other domains, cite the public IPERION HS data through these identifiers, so that its reuse can be monitored and contribute to the assessment of the impact of the IPERION HS. Different indications could come from the facility in which the access has taken place, physically or virtually, due to the sensitive nature of the generated research data.

d. Intellectual property

Users shall respect intellectual property and confidentiality agreements in accordance with the IPERION HS and facility rules. The ownership and intellectual property rights to any data, or data related tools, databases, software, prototypes, new tools or methodologies or any other products that are generated in relation to the access shall be established in accordance with the applicable legislation and the provider regulation with due consideration to the EU Code of practice for universities and other public research organisations on the management of the intellectual property in knowledge transfer activities.

Those who have jointly generated work and results shall have joint ownership and they shall agree separately upon the conditions of the joint ownership. "Results" means any (tangible or intangible) output of the access such as data, knowledge or information whatever its form or nature, whether it can be protected or not

Those who have generated Background data or Side-ground data shall own all rights to the Background and Side-ground properly. "Background" means data, databases, data products and data related tools or any other intellectual property rights generated before the access activities at the IPERION HS facilities started. "Side-ground" means data, databases, data products and data related tools or any other data subject to intellectual property rights generated at the same time the access activities take place but which are not generated as part of the access activities.

e. Security and insurances

Users shall protect their own access credentials, undertake action not to share them with anyone or use a shared account to log in.

Users use the services at their own risk.

Users shall be responsible for their own insurances. The users are liable to provide insurance for the objects or artefacts and personnel over the period of the access. Access providers have the right to request a proof of insurances. By submitting a proposal, users declare that they were allowed to work on the objects or artefacts involved in the User project.

⁶ <https://creativecommons.org/licenses/>

⁷ <http://tiny.cc/wo9lcz>

⁸ <http://tiny.cc/xq9lcz>





Administrative information provided by the users

Users agree that logged information, including personal data provided for registration purposes, may be used for administrative, operational, accounting, monitoring and security purposes as far as necessary to provide the services. Users shall keep all information filled in the registration form up to date.

All the administrative data provided by the users will be retained for the duration of the project for administrative purpose. IPERION HS members can request the users to keep administrative data for a longer duration in a separate written agreement.

Access limitations and force majeure

a. Availability and cancellation policy

IPERION HS does not guarantee that the services will be available at the agreed time and place or that tools will be working properly.

Users agree that IPERION HS and service providers are entitled to regulate, suspend or terminate your access without prior notice and without compensation, within their domain of authority, and users shall comply with their instructions.

b. Limitations and force majeure

Access to IPERION HS facilities may be limited, amongst others, by the following potential issues:

- national security and defence;
- privacy and confidentiality;
- commercial sensitivity and related intellectual property rights;
- authentication requests and related value-assessment of objects;
- ethical considerations in accordance with applicable laws and regulations.

As defined in the Article 51 of the IPERION HS Grant Agreement, “Force majeure” means any situation or event that:

- prevents either party from fulfilling their obligations;
- was unforeseeable, exceptional situation and beyond the parties’ control;
- was not due to error or negligence on their part (or on the part of third parties involved in the action); and,
- proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as force majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure;





- labour disputes or strikes; and,
- financial difficulties.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible. The party prevented by force majeure from fulfilling its obligations under this document cannot be considered in breach of them.

For any further enquiries, please contact userhelpdesk@iperionhs.eu

