



Summary of Rules and Conditions

The following is a summary of the rules, conditions and eligibility governing access to the *Infrastructures* participating in EMP. EMP is an advanced community of Research Infrastructures for research at ultralow temperatures 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 EMP network, in which experimental research at ultralow temperatures can be performed.

PLEASE NOTE: This summary is a digest written by EMP of the *Grant Agreement with the Commission*, identifying the information that is most relevant for 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 access for eligible researchers ("User Groups") to its large installations. A *User Group* can consist of one or more individual users, preferably not all from the same country.
2. Access to the installations is provided free of charge to the User Group and includes all infrastructural, logistical, technical and scientific support (including training) that is normally provided to external users of the installations. The experimental setup will remain property of the provider, unless otherwise agreed upon.
3. Travel and subsistence expenses for all users within an eligible user group (see Article 4), irrespective of their nationality, will be reimbursed according to the normal internal rules and procedures of the Infrastructure, as long as the total costs do not exceed the total available budget. 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. The Infrastructure will apply their usual accounting principles for converting cost claims in Euro.

4. Only User Groups of which the majority of group members, and the user group leader, work in a country other than the country where the Infrastructure is located, are eligible for access. The majority of researchers within a user group shall be working in Eligible States (EU or Associated Countries, see Annex A for details). Access for user groups with a majority of users *not* working in an Eligible State (see Annex A) is limited to 20% of the total amount of units of access (i.e. access time) provided by the Infrastructures. This shall be monitored by the chair of the selection panel.

Members from EMP partners and associated 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. Researchers from CNRS, not being CNRS-Grenoble, are not being considered EMP partner. Exceptions to this rule can be made for

quantum fluids related research, because of the small research community. All Users will be financially supported according to the same applicable rules.

Only User Groups that are entitled to disseminate/publish the results of their work in the *Infrastructure* in 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 three months, unless the EC explicitly gives permission for a longer period).
6. Proposals are selected, primarily 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 EMP partners on the basis of jointly agreed common selection rules (see EMP Selection Panel Briefing Document). Priority will be given to Research Teams who have not previously used the installations and Research Teams who are working in countries where no such installations exist. Successful proposals will not usually 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 Research Team 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 Research Team can make use of it. The experiments can only start after the written approval of the plan by the *Infrastructure*.
9. 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). 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 completed after receipt of these reports.
10. 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 EMP 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 Research Team and the *Infrastructure*, before the Access period starts.
11. The knowledge and all data resulting from the use of the installations under this programme is the property of the Research Team, with the following limitations on their property rights:
 - all collected data (prepared in a meaningful way including adequate metadata and with the exception of erroneous data sets), publications and reports must be sent by the Research Team to the facility manager of the *Infrastructure* immediately after completion; details will be clarified in a data management plan to be published in June 2019.
 - all collected data, prepared as mentioned before, 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 Research Team 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 Research Team fails to publish the results within two years after the

last experiment, the *Infrastructure* will ensure that the knowledge is disseminated in accordance with the EMP Grant Agreement.

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 Union's Horizon 2020 Research and Innovation Programme with the following wording:

"The research leading to these results has received funding from the European Union's Horizon 2020 Research and Innovation Programme, under Grant Agreement no 824109."

12. 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*.
13. 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 a 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 user groups of all EMP partners with an access grant 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 EMP meeting.
14. Users shall abide by the normal working practices, working hours, and health and safety regulations of the *Infrastructure* while present at the site.
15. 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 conclude an access contract with the leader of a user group.

ANNEX A, List of eligible States

Eligible states, as mentioned in Article 4, are listed below. They are the European Community and Associated States.

European Community

Austria
Belgium
Bulgaria
Cyprus
Czech Republic
Denmark
Estonia
Finland
France
Germany
Greece
Hungary
Ireland

Italy
Latvia
Lithuania
Luxemburg
Malta
Netherlands
Poland
Romania
Slovakia
Slovenia
Spain
Sweden
United Kingdom

Associated States

Albania
Armenia
Bosnia & Herzegovina
Faroe Islands
Georgia
Iceland
Israel
Kosova
Moldova
Montenegro
North Macedonia
Norway
Serbia
Switzerland
Tunisia
Turkey
Ukraine