

SERVICES FOR THE IMPLEMENTATION OF A SINGLE-POINT-OF-ACCESS PORTAL AND FAIR DATA MANAGEMENT - NATIONAL RECOVERY AND RESILIENCE PLAN (NRRP) - MISSION 4 “EDUCATION AND RESEARCH” - COMPONENT 2 “FROM RESEARCH TO ENTERPRISE” - INVESTMENT LINE 3.1 - PUBLIC NOTICE MUR No. 3264 of 28/12/2021- PROJECT iENTRANCE@ENL- INFRASTRUCTURE FOR ENERGY TRANSITION AND CIRCULAR ECONOMY@ EURO NANOLAB- FINANCED BY THE EUROPEAN UNION NEXTGENERATIONEU - CUP: B33C22000710006 - CIG: B7339B3723

Service Usage Agreement

between

Instruct-ERIC

Oxford House,
Parkway Court,
John Smith Drive,
Oxford,
OX4 2JY

(‘the Contractor’)

and

Department of Basic and Applied Sciences for Engineering (SBAI), Sapienza University of Rome, Via Antonio Scarpa 14-16, 00161, Rome, Fiscal Code 80209930587, VAT 02133771002, represented by Prof. Roberto Li Voti, Director, SBAI

(‘the Contracting Beneficiary’)

The Contractor and the Contracting Beneficiary are hereinafter referred to as the Parties.

Preamble

- Whereas the Contracting Beneficiary is the partner of a NextGenerationEU project granted by the European Union (CUP: B33C22000710006) entitled “Infrastructure for Energy Transition and Circular Economy @ EuroNanoLab” (iENTRANCE@ENL); and
- Whereas the Contracting Beneficiary is in charge of the iENTRANCE@ENL project which purpose is the provision of access to the iENTRANCE@ENL partner installations; and
- Whereas the Contracting Beneficiary is requested to manage a web application system to provide access to the iENTRANCE@ENL Project partners that has the following characteristics:
 - gathering, hosting and management of the Project proposals;

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- management of the scientific review of the Project proposals;
- gathering and management of the Access Provider feedback;
- gathering and management of the User feedback;
- Whereas the Contractor has developed a web application system for the administration and the management of access to research infrastructures already used in the EU Projects and infrastructures: Instruct, iNEXT, CORBEL, and EMBRIC;
- Whereas the following documents shall be deemed to form and be read and construed as part of this Agreement, in the following order of precedence:

-Appendix 1: the “Instruct Access Management System”

it is hereby agreed as follows:

Definitions

- **Access Providers:** the host institution within iENTRANCE@ENL which grant the access to their premises and/or related research services and platforms
- **Access Data:** all the information provided and uploaded in ARIA by the Contracting Beneficiary.
- **Agreement:** this Service Usage Agreement
- **ARIA:** the software ARIA (Access to Research Infrastructure Administration) defines the collection of modules and components that form the ARIA service and any software implemented on ARIA-Core or containing any other ARIA module. The ARIA service is the central service provided by Instruct-ERIC available at <https://instruct-eric.eu>.
- **Data:** Personal Data and Access Data together
- **Data Controller:** shall have the same meaning as Article 4(7) of the GDPR and for the purpose of this Agreement means SBAI.
- **Data Processor:** shall have the same meaning as Article 4(8) and for the purpose of this Agreement means Instruct-ERIC.
- **Data Protection Laws:** means the GDPR and the Data Protection Act 2018.
- **Data Subject:** refers to users who register on ARIA to benefit from iENTRANCE@ENL services.
- **GDPR:** means Regulation (EU) 2016/679, also referred to as the General Data Protection Regulation.
- **Losses:** means costs (including reasonably legal fees), fines and expenses.
- **Maintenance:** all the actions and the tasks performed by the Contractor needed for the optimal and continuous functioning of ARIA.
- **Personal Data:** means “any information relating to an identified or identifiable natural person” as defined in GDPR, Article 4(1) that is processed in ARIA including only users which have active Project proposals requesting

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iENTRANCE@ENL access, or users who have selected membership of iENTRANCE@ENL project during ARIA registration or in their User Profile.

- **Project proposals:** all the information provided and uploaded in ARIA by the Users within iENTRANCE@ENL.
- **Users:** the users who submit Project proposals in ARIA within iENTRANCE@ENL.
- **Working day:** means any day that is not a Saturday or Sunday, or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in England UK, or any day between Christmas Day and New Year's Day which are nominated fixed closure days for Instruct-ERIC.

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1. Preamble and definitions

The preamble and the definitions are parts of this Agreement.

2. Objectives of the Agreement

The Contractor shall provide to the Contracting Beneficiary the following services during the term specified in clause 9:

- a web application system based on ARIA
- maintenance of ARIA for the optimal execution of the iENTRANCE@ENL Project
- hosting of the Access Data and Personal Data
- backup of the Personal Data during and after the call for project proposals.

3. Conditions for delivery of the services

3.1. Contracting Beneficiary obligations

The Contractor must provide or procure to the Contracting Beneficiary support for operation of ARIA as detailed in Appendix 2 (Instruct Access Management Systems necessary to enable the Contractor to perform its obligations under this Agreement).

The Contracting Beneficiary must provide training or guidelines for their users on how to use ARIA.

The Contracting Beneficiary must attend one ARIA workshop or webinar per year provided by the Contractor, if available.

The Contracting Beneficiary must suitably reference ARIA and Instruct-ERIC when presenting information relating to ARIA.

3.2. Contractor obligations

The Contractor undertakes to execute and complete the works and remedy defects in full compliance with the provisions of the present Agreement.

3.3. Parties obligations

The Contracting beneficiary agrees to use ARIA only for the implementation of the iENTRANCE@ENL project to the exclusion of any other use, including but not limited to commercial use. No rights, of any kind whatsoever including commercial use or license are granted or implied by this Agreement.

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The Parties undertake to comply with any restrictions of use. ARIA and the Access Data may not be transmitted or given access to a third party without the prior written authorization of the Contracting Beneficiary.

The Parties undertake to comply fully with Data Protection Regulation, including the signature of a Data Processing Agreement between the Data Controller for the iENTRANCE@ENL project data processing activities within ARIA and Instruct-ERIC as a Data Processor.

The Contracting Beneficiary will be required to provide all support in the technical aspects related to the Project proposal submission to all Users of ARIA within iENTRANCE@ENL.

The Contracting Beneficiary will be required to provide all support in the non-technical aspects related to the Project proposal submission. The Contractor will provide support to named administrative staff from the Contracting Beneficiary and the iENTRANCE@ENL project coordination office.

4. Charges

The services listed in clause 2 will be provided by the Contractor to the Contracting Beneficiary with the following charges:

- i) setup charge, covering the initial page coding, style sheets, styled email and database additions;
- ii) support for ARIA including bug-fixing and minor adjustments;
- iii) administrative fees incurred in preparing and finalising the approval process of the contract;

The cost for i) will be € 27,495.63 one-off set-up charge.

The cost for ii) will be € 10,998.25 per annum.

The cost for iii) will be € 1,010.00 one-off administrative charge.

5. Payments

Instruct-ERIC shall issue an invoice for the charges to SBAI in the first three months of this agreement.

SBAI must pay the Charges to Instruct-ERIC within 30 days following the receipt of an invoice.

6. Warranties

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The Contractor warrants to Contracting Beneficiary that:

- (a) the Contractor has the authority to enter into this Agreement and to perform its obligations under this Agreement;
- (b) the Contractor has all necessary know-how, expertise and experience to perform its obligations under this Agreement;
- (c) the Contractor shall provide and keep operating the services listed in clause 2, and take reasonable efforts to restore ARIA within one working day after any possible malfunction;
- (d) the Contractor shall not disclose or re-use information and data managed by ARIA for iENTRANCE@ENL, except for general statistics on the use of ARIA.

The Contracting Beneficiary warrants to the Contractor that it has the authority to enter into this Agreement and to perform its obligations under this Agreement.

7. Liability

Nothing in this Agreement will:

- (a) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (b) limit any liabilities in any way that is not permitted under applicable law;

Each Party shall be liable to the other party for damages it causes by any breach of this Agreement.

8. Confidentiality

For the purpose of this Agreement, Confidential Information means any commercial or sensitive information or data exchanged between the Parties pursuant to this Agreement, on or after the date of this Agreement and including any information or data identified by the disclosing Party as confidential.

Confidential Information does not include information or data which are:

- (a) available in the public domain or subsequently become available in the public domain other than by way of a breach of this Agreement; or
- (b) lawfully known to the other Party on a non-confidential basis before being disclosed by the Institution that owned the confidential information; or
- (c) rightly acquired from a third party who is not in breach of an agreement to keep such information confidential; or
- (d) made no longer confidential by the disclosing Institution; or
- (e) developed completely independently, and in good faith, by staff who did not have access to the Confidential Information.

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The Party receiving the Confidential Information shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of this Contract as with its own confidential and/or proprietary information.

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

9. Duration

This Agreement shall come into force on 1st of the month following the Date of signature.

No Processing involving the Personal Data of Data Subjects will commence without the additional conclusion of a Data Processing Agreement for the iENTRANCE@ENL project use of ARIA as set out in clause 3.3.

This Agreement shall continue in force for the period of the iENTRANCE@ENL Grant Agreement including any required data retention period subject to termination in Section 10. In case that the iENTRANCE@ENL project is extended, this Agreement shall continue in force for the whole extended period.

Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- (c) any event occurs, or proceedings are taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 18.1(b).

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Without affecting any other right or remedy available to it, either party may terminate this Agreement on giving not less than 6 months' written notice to the other party.

Appendix 1 of this document can be updated at any time by mutual agreement of the Parties.

10. Effects of termination

Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect subject clause 3.3 remaining in force.

Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

11. Communication

Any dispatch, submission of documents, instructions, orders and other communication required or necessary shall be addressed to:

Department of Basic and Applied Sciences for Engineering (SBAI),

Sapienza University of Rome,
Via Antonio Scarpa 14-16,
Rome, 00161 (Italy)

Instruct-ERIC

Oxford House,
Parkway Court, John Smith Drive,
Oxford, OX4 2JY (UK)

12. General

This Agreement may not be varied except by a written document signed by or on behalf of each of the Parties.

Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

The language of this Agreement is English. All documents, notices, waivers, variations and other written communications relating to this Agreement shall be in English.

If this Agreement and any other document relating to it is translated, the English version shall prevail.

13. Applicable law

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This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the laws of Belgium.

The parties irrevocably agree that the courts of Belgium shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including any non-contractual disputes or claims).

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Execution

The Parties have indicated their acceptance of this Agreement by executing it below.

SIGNED BY

..... on / / ,

duly authorised for and on behalf of Instruct-ERIC:

.....

SIGNED BY

..... on / / ,

duly authorised for and on behalf of Department of Basic and Applied Sciences for Engineering:

.....

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Appendix 1: Instruct Access Management System

ARIA provides a wide range of web-based tools for a large number of organisations worldwide with cloud services that are key to the management of research infrastructures. ARIA is configurable to match your brand identity and can also be accessed through the well-defined and documented API.

Access management is a critical function for research facilities that attract scientists who wish to use machines/services/tools and access to these are normally in high demand.

ARIA may be configured to include:

- A sophisticated service with configurable proposal submission
- Both peer and panel review workflows with integrated notifications
- Fully integrated GDPR compliant user messaging
- Statistics and reporting on access
- Facility management tools for machine booking and visit access management
- Call management module which is fully configurable for any type of grant, award, event or training component
- Autonomous website setup with support for: news, events, jobs, content pages, documents and forums.

ARIA has sector leading identity management, named ARIA Identity and Security Service (ARIA IDSS) and has integrated various identity providers across the scientific community in Europe. ARIA has a full user-choice driven authentication system that allows users to choose a preferred authentication route and combine accounts from multiple sources including eduGAIN and ORCID. These resolve to a single internal ARIA IDSS account for simple management of privilege.

ARIA is hosted and maintained by Instruct-ERIC. Essential functionality is monitored and supported by Instruct-ERIC. Bugs and issues are reported to the Hub via email to aria@instruct-eric.org and addressed according to priority. Bug fixes and requested modifications cannot be guaranteed priority service but the intention of Instruct is to provide a fast resolution of issues for our extended user communities.

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Initial setup services¹

- Custom branded² application portal containing catalogue, application pages, user dashboard
- Custom branded³ email templates for application and access status emails.
- Choice of layout of service/technology selection page³
- Data imputation⁴ of:
 - Access Routes
 - Centres
 - Machines/Methods
 - Service/Technologies
 - User proposal form
 - Review form
 - Moderation form
 - Technical evaluation form
 - User feedback form
- Facility feedback form according to the setup spreadsheet. *Included field types for all forms are: Text-only, Number, Yes/No, Yes (Text)/No, Drop-Down List, Score, File Upload, Publication List, WYSIWYG Editor.*

Ongoing support services

- Helpdesk for **access managers** within customer organisation
- Bug fixes for any level of issue within a reasonable timeframe
- Invitation to ARIA workshops and/or webinar training
- Invited member on ARIA User group

Included ARIA features

- Access to back-end administration panel
- User registration and profile management
- ARIA internal messaging system
- Proposal submission system
- Proposal review system
- Visit/access management system
 - Technical evaluation
 - Customisable session workflows
 - Unit of access reporting

¹ The setup services cover one instance of setup. Should substantial changes to the setup be required at a later date this must be separately negotiated with the ARIA team. This in no way prevents the customer from making changes to configuration (of Access Routes, Centres, Machines/Methods, Service/Technologies, Forms) themselves using the ARIA administration panel.

² Brand customisation includes customisable logo and primary brand colour to match an existing website or as otherwise agreed by the ARIA development team.

³ Available options are a catalogue displaying service type first, country first, or service category first.

⁴ An ARIA setup spreadsheet should be completed by the customer to specify the data implementation. The template for this spreadsheet is available from the ARIA team.

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- Visit feedback collection from user and facility contact
- Automatic proposal and access status emails and action request emails (e.g. request to review)
- Proposal and visit/access statistics
- ARIA data storage and backup
- Access to the beta test-system for access managers within customer organisation

Additional ARIA services and features available on request⁵

- Instrument booking calendar
 - Instrument specific booking forms
 - Instrument specific user training record
- Client Relationship Management (CRM)
- Autonomous website management (news, events, jobs, content pages etc..)
- User discussion forums
- Surveys
- Custom layout of the service selection page
- Custom API integration
- Public/private document hosting

⁵ These services are not included within the negotiated agreement but may be available on consultation through additional agreement. Please get in touch with the ARIA team if you are interested in using these additional features.