



SOCIB GLIDER FACILITY “End User” AGREEMENT

AGREEMENT Nº (SOCIB contract reference)

BETWEEN

(1) Balearic Islands Observing and Forecasting System-SOCIB, whose registered office is at ParcBit, Edificio Naorte, Planta 2, Puerta 3, **represented by** Joaquín Tintoré Subirana, Director,

AND :

(2) Denomination, address and legal representative, of the team **accessing the facility**], hereinafter referred to as END USER,

hereinafter, jointly or individually, referred to as "Parties" or "Party",

relating to the **External Scientific Users Access** to the Gliders fleet of SOCIB, providing researchers with access to a unique European Coastal Glider Fleet, and their associated equipment for international research and technology development;

WHEREAS the Parties wish to determine the terms and conditions of this Access “End User” agreement;

HAVE HEREBY AGREED AS FOLLOWS:

PRELIMINARY ARTICLE - DEFINITIONS

Words beginning with a capital letter shall have the meaning defined herein without the need to replicate said terms herein.

“Agreement” shall designate this “End User” agreement.

“Facility” shall designate the SOCIB Glider Facility.

“Experiment” shall designate the scientific experiment identified as **“USER PROJECT ACRONYM”** initiated by the END USER using the Facility operated by SOCIB, according to the scope of work and time schedule as defined in Appendix 1 attached hereto.

“Principal Investigator” shall designate the qualified representative of the END USER leading the Experiment.

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to define the terms whereby SOCIB will put at disposal to the END USER the Glider Facility as a platform to carry out the Experiment.

ARTICLE 2 - GENERAL ACCESS CONDITIONS

2.1 The management and operation of the instrumentation on/inside the Facility and the overall safety of the Facility, as well as the access of the Facility by any required transport mean, shall be the sole responsibility of SOCIB.

2.2 SOCIB will endeavour to fulfil END USER requests concerning the execution of the Experiment as well as, if specified the implementation of the Equipment on the Facility, subject to the management and safety rules defined here above and meteorological/oceanographic risks.

Those requests will be expressed to SOCIB by the Principal Investigator designated by the END USER.

ARTICLE 3 - SPECIFIC ACCESS CONDITIONS

END USER will endeavour to fulfil SOCIB requests concerning the specific access condition.

ARTICLE 4 - END USER COMMITMENTS

4.1 Expenses

4.1.1 Upon signature of this Agreement, the END USER is committed to conduct the Experiment.

In case of cancellation by the END USER, whatever the reason, the Parties agree that:

1: SOCIB shall make its best efforts to reschedule the Experiment on a schedule commonly agreed with the END USER;

2: when the END USER and SOCIB cannot reach an agreement on a new schedule, the END USER shall be liable for all reasonable costs incurred or obligated by SOCIB. The END USER shall pay SOCIB for such costs within 30 days of receipt of an invoice.

4.1.2 The END USER will support the costs of the Experiment, at a daily costs per glider of 1.538 €, as approved by the Executive Commission of SOCIB in 2013 and published in the Protocol for external users published in SOCIB's web page.

4.1.2 The END USER shall check with SOCIB the insurance conditions applying for accessing the Facility. The END USER undertakes to contract when necessary, at its own expense, an insurance policy covering the risks agreed between the Parties and not covered under SOCIB insurance policy.

4.2 Project Report of the Experiment

The END USER shall provide SOCIB with a Scientific Project Report within 30 days following the end of the Experiment, describing the scientific output of the access received, as outlined in Appendix 2. The scientific report will be published on the SOCIB web site.

SOCIB will provide a standard Post-Mission Glider Report.

4.3 Safety rules

The END USER undertakes to apply SOCIB's requests regarding safety during its in-person access to the Facility.

4.4 Scientific and scientific Party Data

The END USER undertakes to provide SOCIB with the metadata and, when possible, all the raw data collected during the Experiment.

SOCIB strongly encourages that data management follows the open access protocols of SOCIB Endurance lines with data being available through SOCIB Data Centre web site.

4.5 Publications and miscellaneous

Any publications resulting from Experiment must be reported to SOCIB. Furthermore, all such publications must also contain references to the SOCIB agreement and acknowledgements to SOCIB. The involvement of SOCIB's science interests, and SOCIB collaboration is encouraged at all stages.

The END USER undertakes to send a copy of all publications to SOCIB.

4.6 Intellectual property rights

4.6.1 Background

Each Party remains the sole owner of the results, products and processes (patented or not), held prior to this Agreement or acquired outside the scope of this Agreement. This Agreement shall not give any right over the aforementioned knowledge to the other Party. The other Party is credited only for the purpose of the Experiment and for the term of validity of this Agreement, a personal and non-transferable right to use.

Each recipient Party agrees to maintain in confidence and not to disclose any knowledge (know-how, patents, software, raw data or validated ...) received from the other Party to third parties without the prior written consent of the disclosing Party.

4.6.2 Results of the Experiment

Subject to article 4.5 here above, the results of the Experiment shall belong to the END USER.

ARTICLE 5 - SOCIB COMMITMENTS

5.1 SOCIB shall send a written confirmation to END USER before the Experiment commencement.

5.2 According to Article 4.1.3 here above, SOCIB shall notify within reasonable period before the Experiment to the END USER its requests regarding the insurance policy to be taken by the END USER and the applicable safety rules on-site.

5.3 SOCIB undertakes to make its best efforts to reschedule the Experiment as provided in Article 4.1.1.

ARTICLE 6 - CONFIDENTIALITY

All data and information encountered during the Experiment which are not related to the purpose of Experiment of the END USER are considered to be confidential.

END USER shall ensure that all scientific staff shall hold information not related to the scientific mission of the END USER, if so considered by SOCIB, to be confidential and will not disclose such information to any individual, group or company outside END USER and initially only to the scientific team participating to the Experiment, unless written authorisation is given by SOCIB to do so.

Each Party undertakes consequently to keep confidential all this information, for a period of five years from receiving it.

ARTICLE 7 - LIABILITY

As the Experiment is operated involving a Facility, the Parties agree upon the following provisions :

7.1. Damages

Except in case of SOCIB's gross negligence or intentions as specified in section 9.3, END USER undertakes to cover all damages caused to END USER's staff members, its guests and its equipment during the Experiment.

END USER waives any right to sue SOCIB for all direct or consequential damages caused to END USER's staff members, its guests and its Equipment during the Experiment.

7.2. Safety

SOCIB shall be responsible for all operational decisions, especially for safety or technical reasons, and can postpone or cancel operations for the same reasons.

7.3. Liability

Liability of SOCIB and END USER and their assistants is restricted to gross negligence or intentions. This agreement applies for both, contractual as well as tortious liability. Accountability is limited to

estimated costs of the Experiment. In no event shall the Parties be liable for any consequential damages or loss of profit arising out of or in connection with this contract.

ARTICLE 8 - FORCE MAJEURE

Each of the Parties shall inform the other Party of the occurrence of any event which constitutes a force majeure, preventing it from executing its obligations set out in this Agreement.

Any event which is unforeseeable, and the effects of which are uncontrollable, which prevents one of the Parties from executing its obligations agreed within the scope of this Agreement shall be considered to be a case of force majeure. The obligations of the Party impeded shall be suspended for as long as the force majeure subsists.

If the work is interrupted by such events, the Parties shall quickly consult each other in order to study the postponement or possible termination of the Experiment or the adaptation of the terms of this Agreement.

ARTICLE 9 - DURATION - TERMINATION

9.1 This Agreement enters into force upon its signature by the Parties and will expire on the completion of the Experiment granted.

9.2 The Article 8 shall remain in force for its own duration.

9.3 Each of the Parties expressly declare being bound by the terms of this Agreement, which shall constitute the law between the Parties. Each of the Parties shall consequently take all necessary steps to prevent or remedy all and any failure that could arise during the performance of this Agreement.

In case of major difficulties, leading one of the Parties to consider the termination of this Agreement, such cancellation will be exceptionally admitted, provided a prior written notice, giving the nature of the difficulties encountered and the reasons entitling the Party to terminate this Agreement, together with an appropriate financial compensation, be addressed by the defaulting Party to the other. Such termination proposal shall not be reasonably withheld.

In such case, the termination of this Agreement will be considered and the Parties

shall have to draw and sign a termination addendum to cancel this Agreement.

ARTICLE 10 - APPLICABLE LAW

This Agreement is subject to Spanish law.

ARTICLE 11 - JURISDICTION

11.1 In case of a dispute over the execution and/or the interpretation of this Agreement, the Parties undertake to seek a friendly solution, within a maximum of two months from the date of their dispute occurring.

11.2 Any dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved by the Parties, shall be settled before three arbitrators, one to be appointed by each Party and the two so appointed shall appoint the third arbitrator. In the unlikely case of not reaching a final agreement, the competent jurisdiction will be the organs in the city of Palma.

ARTICLE 12 - APPENDIX

Appendix 1: Presentation of Scope of Work and Schedule of the Experiment

Appendix 2: Project Report (Template)

Done in three copies in
Upon

For END USER

For SOCIB

APPENDIX 1 PRESENTATION OF SCOPE OF WORK AND SCHEDULE OF THE EXPERIMENT

- I. TITLE OF THE PROJECT AND ACRONYM**
- II. PURPOSE OF THE EXPERIMENT (1/2 page max.)**
- III. PRESENTATION OF THE FACILITY AND EQUIPMENT IF ANY (1/2 page max.)**
- IV. SCOPE OF WORK (1 page max.)**
- V. SPECIFIC ACCESS CONDITIONS OF THE FACILITY (1/2 page max.)**
- VI. SCHEDULE (1 page max.)**

The access will last N days/weeks/units and has been scheduled for the following period start day/month -end day/month year.

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APPENDIX 2

SCIENTIFIC PROJECT REPORT (TEMPLATE)

(see following pages) **SCIENTIFIC PROJECT REPORT**
1st Call of Proposals

A) General Information

| | |
|--|---------|
| Proposal reference number⁽¹⁾ | CALL_1_ |
| Project Acronym (ID)⁽²⁾ | |
| Title of the project⁽³⁾ | |
| Starting date - End date⁽⁴⁾ | - |
| Name of Principal Investigator⁽⁵⁾ Home Laboratory E-mail address Telephone | |
| Additional users⁽⁶⁾ | |
| | |

B) Project objectives (max. 250 words)⁽⁷⁾

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C) Main achievements and difficulties encountered (max. 250 words)⁽⁸⁾

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D) Dissemination of the results⁽⁹⁾

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E) Use of the Infrastructure/Installation⁽¹⁰⁾

| | In situ | By remote |
|--|---------|-----------|
| Nr. of Users involved | | |
| Access units (days/months/etc) | | |
| In situ stay day / Remote Access duration | | |

F) Technical and Scientific preliminary Outcomes (max. 2 pages) ⁽¹¹⁾

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Guidelines for the SOCIB external users Report

This report is due within one month after the completion of the SOCIB Glider facility project by the User Group Leader (P.I.) and should be submitted to the **SOCIB Office** (director@socib.es)

Notes for the compilation

1. It is the reference number assigned to the proposal by SOCIB.
2. It is the user-project identifier and must be unique under the grant agreement and for its lifetime. The length cannot exceed 20 characters.
3. Specify a title for the approved proposal. The length cannot exceed 255 characters.
4. Specify starting and end date of the project (including eventual preparatory phase before the access).
5. Fill with the full contact of the Principal Investigator (user group leader).
6. List the full users team (name and affiliation) that made direct use (physically or remotely - please specify) of the installation/infrastructure under the direction of the group leader.
7. Write the short-term, medium and long-term objectives of project. Use no more than 250 words.
8. Describe briefly the main achievements obtained and possible impacts, as well as possible difficulties encountered during the execution of the project. Use no more than 250 words.
9. Describe any plan you have to disseminate and publish the results resulting from work carried out at SOCIB Glider Facility: scientific articles, books - or part of them -, patents, as well as reports and communication to scientific conferences, meetings and workshops. Highlight peer-reviewed publications. Users are encouraged, as far as possible, to make available on open repositories their publications. Acknowledgement is requested following article 4.5 of the "End-User" Agreement.
10. Indicate the number of users involved in the activity (the P.I. plus the users described at point 6), the amount of access to the installation/infrastructure and the length of in-person stay at the installation or the operator laboratory (e.g. for preparing the experiment).
11. Describe in detail results and main findings of your experiment at the present stage.

