

ASSEMBLE



ASSOCIATION OF EUROPEAN MARINE BIOLOGICAL LABORATORIES EXPANDED

Acronym: ASSEMBLE Plus

Title: Association of European Marine Biological Laboratories Expanded

Grant Agreement: 730984

Deliverable 3.1

TA-Policy Document Version 2

July 2018

Lead parties for Deliverable: SZN

Due date of deliverable: M3-December 2017

Actual submission date of V1: December 2017 (this is Version 2)

All rights reserved

This document may not be copied, reproduced or modified in whole or in part for any purpose without the written permission from the ASSEMBLE Plus Consortium. In addition to such written permission to copy, reproduce or modify this document in whole or part, an acknowledgement of the authors of the document and all applicable portions of the copyright must be clearly referenced.



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 730984. This output reflects the views only of the author(s), and the European Union cannot be held responsible for any use which may be made of the information contained therein.

GENERAL DATA

Acronym: **ASSEMBLE Plus**

Contract N°: **730984**

Start Date: **1st October 2017**

Duration: **48 months**

Deliverable number	D3.1 v2
Deliverable title	TA-policy document
Submission due date	M3 – December 2017
Actual submission date	28/12/2017
Submission date (V2)	02/07/2018
WP number & title	WP3 – NA1 Improving TA provision
WP Lead Beneficiary	SZN
Participants (names & institutions)	Wiebe H.C.F. Kooistra, Andrea Tarallo, SZN Florence Guillot, Sorbonne Université Klaas Deneudt, Katrina Exter, VLIZ Niklas Andersson, UGOT

Dissemination Type

Report

Dissemination Level

Public

Document properties

Author(s)	Wiebe H.C.F. Kooistra, Davide Di Cioccio ¹ & Andrea Tarallo, SZN Florence Guillot, Pascaline Correa, Ian Probert, Cécile Cabresin & Fanny Schultz ¹ , Sorbonne Université Klaas Deneudt, Katrina Exter, VLIZ Tim Verstraeten, UGent Simon Berkowicz, HUJI Panagiotis Kasapidis, HCMR Antonio Villanueva, ECIMAT Christine Campbell, SAMS Niklas Andersson, UGOT
Editor(s)	Wiebe H.C.F. Kooistra
Version	V2

¹ Input related to work for Cluster Project EMBRIC grant agreement No 654008



Abstract

To promote harmonised Transnational Access (TA) provision and to meet the expectations of the Users and Access Providers of ASSEMBLE Plus, a detailed policy for regulating, granting and supporting TA has been prepared. This policy has three components: one for the Applicants/Users of the TA program, one for the Access Providers, and one for the User Selection Panel. In addition, a series of form templates have been composed to enable the various parties in the TA programme to establish project proposals, define contracts and easily provide information and necessary documentation, with the aim of facilitating information processing, enabling TA procedures to proceed smoothly, and preventing or mitigating conflicts. The documents aid the provision of clear and fair procedures for Users and Access Providers alike. Note that all documents are living documents: they can – and undoubtedly will – be updated and modified as internal and external needs and requirements arise.



Table of Contents

1.	Introduction	9
2.	Objectives	10
3.	Methods applied to produce the documents	11
4.	The workflow of TA provision	12
5.	The policy documents required for regulating, granting and supporting TA 14	
5.1.	<i>The Guidelines for Applicants and Users</i>	14
5.2.	<i>The Guidelines for Access Providers</i>	14
5.3.	<i>The Guidelines for the User Selection Panel</i>	14
5.4.	<i>The templates and forms needed to regulate TA</i>	15
5.4.1.	The Letter of Provisional Acceptance	15
5.4.2.	The User Access Contract template	15
5.4.3.	The Data Management Plan template	16
5.4.4.	The Confirmation of Visit.....	16
5.4.5.	The Activity Report	16
6.	Conclusions and outlook	17
7.	Appendices	18
7.1.	<i>Appendix 1: Glossary of the TA program</i>	18
7.2.	<i>Appendix 2: Guidelines for Applicants and Users</i>	22
1.	Introducing ASSEMBLE Plus TA	24
2.	The TA program in ASSEMBLE Plus	25
2.1.	<i>TA in a nutshell</i>	25
2.2.	<i>The Access Providers and their services</i>	25
2.3.	<i>Eligibility conditions for TA</i>	27
2.4.	<i>The Application Process</i>	27
2.4.1.	Where to find information	27
2.4.2.	How to Apply?	28
2.5.	<i>Evaluation of the submitted proposals</i>	28
2.6.	<i>User Access contract</i>	29
2.7.	<i>Access Modes</i>	30
2.7.1.	Physical access.....	30
2.7.2.	Remote Access.....	31
2.8.	<i>Support provided during the Access</i>	31



3.	User obligations following the TA	32
3.1.	<i>Confirmation of Access</i>	32
3.2.	<i>TA Activity Report</i>	33
3.3.	<i>User Group questionnaire on TA</i>	33
3.4.	<i>Acknowledgments</i>	34
4.	Reimbursement of costs	34
4.1.	<i>Reimbursement of costs incurred by the Access Provider</i>	34
4.2.	<i>Reimbursement of costs incurred by the User(s)</i>	34
	The Application Procedure step-by-step	36
	1. <i>Select ASSEMBLE PLUS Research Infrastructure services</i>	36
	2. <i>Confirm technologies and services selection</i>	Erreur ! Signet non défini.
	3. <i>Proposal details</i>	37
	a) <i>Overview of the Project</i>	37
	b) <i>Description of the Project</i>	Erreur ! Signet non défini.
	c) <i>Timeline of the Project</i>	Erreur ! Signet non défini.
	d) <i>Applicant information</i>	Erreur ! Signet non défini.
	e) <i>Ethical issues</i>	38
	f) <i>Requested resources</i>	Erreur ! Signet non défini.
	4. <i>Exclude USP reviewers</i>	Erreur ! Signet non défini.
	5. <i>Upload documents</i>	Erreur ! Signet non défini.
	6. <i>How did you hear about ASSEMBLE Plus?</i>	Erreur ! Signet non défini.
	7. <i>Confirm and submit proposal</i>	39
7.3.	<i>Appendix 3: Guidelines for Access Providers</i>	40
	Table of Contents	40
1.	Introducing ASSEMBLE Plus TA	42
2.	TA procedures in a nutshell	Erreur ! Signet non défini.
2.1.	<i>The Users of TA</i>	Erreur ! Signet non défini.
2.2.	<i>The Access Providers in ASSEMBLE Plus</i>	Erreur ! Signet non défini.
2.3.	<i>To what is TA provided?</i>	Erreur ! Signet non défini.
2.4.	<i>The Proposal submission procedure</i>	42
2.4.1.	<i>The role of Local Liaison Officers during the Proposal Submission period</i>	42
2.5.	<i>Evaluation of the submitted proposals</i>	43
2.5.1.	<i>Eligibility check</i>	44
2.5.2.	<i>Technical feasibility check</i>	44
2.5.3.	<i>Scientific review</i>	44



2.6.	The User Access Contract	45
2.7.	Access Modes	46
2.7.1.	Physical access.....	Erreur ! Signet non défini.
2.7.2.	Remote Access.....	Erreur ! Signet non défini.
2.8.	Support provided in the TA Program	Erreur ! Signet non défini.
3.	User obligations following the TA	46
3.1.	Confirmation of Access	47
3.2.	TA Activity Report	47
3.3.	User Group questionnaire on TA	47
3.4.	Acknowledgment of funding	Erreur ! Signet non défini.
3.5.	Reimbursement of costs	47
3.5.1.	Reimbursement of costs incurred by the Access Provider	47
3.5.2.	Reimbursement of costs incurred by the User(s)	48
7.4.	Appendix 4: Guidelines for the User Selection Panel	49
	Introducing the ASSEMBLE Plus TA	50
	Access Modes	51
	Project Proposal workflow	51
	Scientific Review Procedure	53
	Transparency	55
	Confidentiality	55
	User Selection Panel feedback	55
7.5.	Appendix 5: Letter of provisional acceptance	56
7.6.	Appendix 6: User Access Contract Template	57
	User Access Contract	57
1.	Parties to the Contract	58
2.	Preamble	59
3.	Definitions	59
	Additional definitions	59
4.	Purpose of the Contract	61
5.	Host modalities	61
6.	Liability towards each other	61
7.	Insurance	62
8.	Reimbursement of costs	62
	Travel costs	62



Accommodation and daily subsistence costs	62
9. Material	62
10. Intellectual property rights	63
11. Confidentiality of information	64
12. Publication	65
13. Due diligence	66
14. Amendment of the Contract	66
15. Seminar	66
16. Reporting	66
17. Miscellaneous	67
18. Termination	67
19. Language, Applicable law and Settlement of dispute	68
20. Signatures	69
21. List of Annexes to the User Access Contract	72
Annex 1 - Description of the Project	72
Annex 2 - Description of resources	72
Annex 3 - Material Transfer Agreement	72
Annex 4 - Background / Prior Knowledge included	72
Annex 5 - Standard Non-Disclosure Agreement	72
Annex 1 – Description of the Project	73
Annex 2 – Description of resources	74
<i>TA visit at Access Provider</i>	74
<i>Safety concerns</i>	75
<i>Ethical concerns</i>	75
<i>Ethics compliance</i>	75
<i>Access offer</i>	75
<i>General use of Material</i>	75
<i>Permits and diving licenses</i>	76
<i>Taxonomic Identification</i>	76
<i>Warranty-liability</i>	76
<i>Toxic strains</i>	76
<i>Supply of cryopreserved strains</i>	76
<i>International export</i>	76
Annex 3 – Material Transfer Agreements	78



Incoming Material Transfer Agreement	78
Outgoing Material Transfer Agreement	80
Annex 4 – Background / Prior Knowledge Included	82
Annex 5 – Standard Non-disclosure agreement	83
7.7. Appendix 7: TA Confirmation of Visit Template	90
7.8. Appendix 8: TA Activity Report Template	91
1. Background	91
2. Scientific objectives	91
3. Methodology.....	91
4. Preliminary results and findings	91
5. Future prospects	91



1. Introduction

Marine biological stations have a history of providing visiting scientists and students with access to marine biodiversity and to their research facilities. With time, these stations often became more focused on the needs of resident staff. This allowed for long-term research planning, but left less room for a much more diverse, external user community from research disciplines other than the marine sciences and from industry.

To foster wider use of their facilities, eight marine stations in France, Italy, Portugal, Sweden, the UK, Israel, and Chile engaged in an EU funded project ASSEMBLE (2009 - 2013; Grant Agreement 227799) providing external users with all-expenses-paid Transnational Access to their laboratories, research services and hosting amenities. The project had, and continues to have, a remarkable scientific impact given a stream of publications acknowledging its funding and the multitude of collaborations resulting from ASSEMBLE visits. The success has motivated several ASSEMBLE partners, together with stations in additional European member states, to organise themselves into a European Research Infrastructure Consortium called European Marine Biological Resource Centre (EMBRC-ERIC). The core mission of EMBRC is to foster and facilitate research access to its partner marine stations.

The current ASSEMBLE Plus Consortium builds on the best practices and experience gained in the previous ASSEMBLE project, but there are also important differences. The partnership is more extensive, providing access to a wider range of marine ecosystems and a more comprehensive set of research services. ASSEMBLE Plus aims at widening the Transnational Access user community, for example by attracting projects from non-marine sciences and from the private sector. It also aims to improve service provision by developing novel key enabling technologies and data solutions and strengthening complementarity and interoperability within the consortium.

Experience gained in the Transnational Access program of ASSEMBLE Plus will be incorporated into the partners' operation as well as into EMBRC-ERIC, thus increasing the quality of the services. ASSEMBLE Plus aims to pave the way for non-EMBRC partners to join EMBRC-ERIC, thus expanding both its scope and geographical distribution, thereby consolidating its long-term sustainability.



2. Objectives

Many of the Access Providers in the ASSEMBLE Plus consortium are unfamiliar with procedures and policies of TA. Also, the Applicants/Users of the TA program need to be informed in detail about what they can expect from TA. Funds dedicated to TA in ASSEMBLE Plus are ample, but not unlimited. Therefore, not all projects proposed by Applicants can be granted. To guarantee harmonised TA provision and meet expectations of Users and Access Providers, a **detailed policy for regulating, granting and supporting TA needs to be established that explains clear and fair procedures to users and Access Providers alike**. To guarantee excellence, proposed projects need to be evaluated by a predominantly external User Selection Panel (USP). Therefore, evaluation procedures should be clear and transparent. To manage the TA smoothly and to prevent or mitigate conflicts, a series of templates and forms are needed for the establishment of proposals, contracts and other documents.



3. Methods applied to produce the documents

To determine the kinds of documents required in the ASSEMBLE Plus TA program a TA workflow was established. Policy documents are essential in order to regulate, grant and support TA along this workflow. Additional forms and documents are needed at specific steps in the workflow to enable the TA proposals and projects to proceed to their successful conclusion. To establish a policy for the ASSEMBLE Plus TA program, policies established in similar programs of previously funded EU projects (e.g., ASSEMBLE, EMBRIC) were compared and used to establish an initial draft. The draft was revised to fit the scope, aims and requirements of the ASSEMBLE Plus TA program and to comply with current EU rules and regulations regarding TA provision. The final documents incorporated input from colleagues with ample TA experience at marine stations in order to refine procedural descriptions, as well as input from colleagues without TA experience to improve text clarity. At this phase, the need for a Glossary became apparent. **The Glossary is found in Appendix 1.** To establish what templates are required in the ASSEMBLE Plus TA program, templates established in similar programs of previously funded EU projects (e.g., ASSEMBLE, EMBRIC) were compared and adapted to fit rules, procedures and needs described in the ASSEMBLE Plus TA policy documents. The resulting templates were checked for compliance with EU rules and regulations regarding TA provision.



4. The workflow of TA provision

The overarching aim of the workflow of TA provision is to maximise acceptance of good Project Proposals. The workflow includes the following steps. For each Call:

- i. The Applicants submit TA Proposals on-line. Applicants are encouraged to contact Local Liaison Officers of the Access Providers of their choice before submission to check Proposal feasibility before submitting their Proposals;
- ii. The Access Officer checks the submitted TA Proposals for eligibility;
- iii. The Access system sends eligible Proposals to the relevant National or Local Liaison Officers at the Access Providers chosen by the Applicants;
- iv. The National/Local Liaison Officers check the technical and financial feasibility of the Proposals. They can contact the Applicants for technical clarifications but cannot edit the submitted Proposal. The National/Local Liaison Officers provide comments on-line in a box located below each access request. Such comments are for the benefit of the User Selection Panel and the Access Officer. The comments may include remarks on viability, use of resources, ethics issues, etc.
- v. The User Selection Panel performs a scientific review of the Proposals and ranks them according to a set of predetermined criteria.
- vi. The Access Officer informs the National/Local Liaison Officers which of the submitted Proposals to their facilities have passed the USP review successfully;
- vii. The National/Local Liaison Officers assess which of these Proposals can be accepted, given USP's ranking, and within their TA budget constraints for the call. When done they report to the Access Officer which of the Proposals can be accepted and which ones cannot because of funding constraints;
- viii. The Access Officer checks if Proposal acceptance has been carried out following USP ranking and, if correct, sends:
 - a. for accepted proposals, a letter of provisional acceptance to the Applicant and National/Local Liaison Officers. The Applicant is requested to contact the National/Local Liaison Officer to negotiate the contract and conditions.
 - b. for proposals that passed the USP but for which insufficient funds are available, a letter to the Applicant, informing him/her of that fact and encouraging him/her to reapply in the next call;
 - c. for proposals that did not pass the USP, a rejection letter to the Applicant.
- ix. An email is sent to the successful Applicants, informing them of the need to provide a data management plan for their project using a template that is provided. Their filled-in template should be provided later when they complete their User Access Contract.
- x. For accepted proposals, the Local Liaison Officer and the Applicant negotiate a User Access Contract. Their respective legal representatives may be required to



check this Contract. If agreed, all parties sign the contract. The Applicants are then defined as Users and the Proposal is accepted as a Project;

- xi. The TA project is carried out at the Access Provider;
- xii. When the TA visit is concluded:
 - a. The Access Provider provides a Confirmation of Visit to be signed by the User and sent to the Access Officer;
 - b. The User fills out https://ec.europa.eu/eusurvey/runner/RIsurveyUSERS_a "User group questionnaire on TA" and sends a pdf copy to the Access Officer;
 - c. The User submits a "TA activity report" to the Access Provider and Access Officer as well as receipts, tickets, etc. to be considered for reimbursement, according to procedures described in the User Access Contract;
- xiii. Upon receipt of these documents, the Access Officer notifies the Local/National Liaison Officer that the Access Provider is to reimburse the User for incurred costs of travel, lodging and sustenance to a maximum amount as agreed upon in the User Access Contract.



5. The policy documents required for regulating, granting and supporting TA

The TA policy has three sets of guidelines: one for the Applicants/Users of the TA program, one for the Access Providers and one for the User Selection Panel.

5.1. The Guidelines for Applicants and Users

Following a brief introduction of the TA program in ASSEMBLE Plus in which the history, context and aims of ASSEMBLE Plus are explained, the guidelines provide a brief summary of how TA functions in practice. The Access Providers are listed and a brief explanation is given as to what TA resources are provided. Then follow eligibility conditions for TA. The guidelines explain how to submit a proposal and how the submitted project proposals are evaluated. Procedures regarding the establishment of the User Access Contract are explained, as are the different TA modes and different kinds of support provided during the TA. The User is informed about what they are required to do following the TA visit and how the costs for travel, lodging and sustenance during the TA are reimbursed. Then follows an Annex in which the project submission procedure is explained in a step-by-step fashion, providing details of what information (and how much) is needed at each step. This annex also provides the information needed by the Applicant to fill in online. **The Guidelines for Applicants and Users with its Annex is found in Appendix 2.**

5.2. The Guidelines for Access Providers

The Access Providers guidelines resemble the User Guide in its structure but differs from it in that the roles of the Local Liaison Officers, the evaluation procedures following proposal submission, and the establishment of a User Access Contract are explained more extensively. The various forms of support are, likewise, explained in detail. Post-access procedures are described from the perspective of the Access Provider. **The Guidelines for Access Providers is found in Appendix 3.**

5.3. The Guidelines for the User Selection Panel

The USP guide is more succinct than the two previous policy documents. It focuses mainly on the scientific review process, describing the evaluation criteria and providing recommendations on how to score them. The procedure complies with EU rules and regulations regarding TA provision. **The Guidelines for the User Selection Panel is found in Appendix 4.**



5.4. The templates and forms needed to regulate TA

Five document templates are required at different phases of the TA workflow.

1. The Letter of Provisional Acceptance is used by the Access Officer to notify the Applicant and Access Provider that the Proposal has passed the scientific evaluation and financial check successfully;
2. The User Access Contract Template constitutes the starting point for contract negotiation between the Access Provider and the User;
3. The Data Management Plan Template is to aid the User in filling out their Data Management Plan;
4. The TA Confirmation of Visit is filled out by the Access Provider, signed by the User upon or soon after completion of the TA visit, and sent by the Access Provider to the Access Officer;
5. The TA Activity Report is a document in which the User describes the Results obtained during the TA;

Since the proposal submission process is performed on-line, no special form is required and the manual to guide this process is placed in an Annex in the User Guide. Likewise, the User feedback questionnaire is managed by the EU and is accessible on-line.

5.4.1. The Letter of Provisional Acceptance

This letter states that the applicant's proposal has successfully passed the eligibility and feasibility checks as well as the USP selection procedure and that the Applicant and the Access Provider can commence negotiation of the User Access Contract. The Letter of Provisional Acceptance is sent by the Access Officer to the Applicant and to the Access Provider. **This letter template is found in Appendix 5.**

5.4.2. The User Access Contract template

This template constitutes the starting point for establishing a User Access Contract between the Applicant/User and the Access Provider. It contains five Annexes:

- Annex 1 - Description of the Project;
- Annex 2 - Description of resources;
- Annex 3 - Material Transfer Agreement;
- Annex 4 - Background / Prior Knowledge included;
- Annex 5 - Standard Non-Disclosure Agreement;
- Annex 6 - Data Management Plan template.

Each item in this template is to be adapted to accommodate the requirements of the User and Access Provider, within the limits of available TA funds and within the rules and regulations set in the **Guidelines for Applicants and Users** and **Guidelines for Access Providers**. The procedure regarding the establishment and signing of this document is specified in these documents. **The template is found in Appendix 6.**



5.4.3. The Data Management Plan template

This template is provided directly to the Users via email and is also provided on the ASSEMBLE Plus TA webpages. An explanation of what is expected of data management in the context of a TA project is included. The template is found in Appendix 6.

5.4.4. The Confirmation of Visit

This Confirmation of Visit must be prepared by the Access Provider. It specifies the amount of Access Units given by the Access Provider to the User. The User is required to confirm that the amount of Access Units entered by the Access Provider are correct. If correct, the document is signed by the User/Project Leader and by the Local Liaison Officer. **The Confirmation of Visit template is found in Appendix 7.**

5.4.5. The Activity Report

The Activity Report needs to be prepared by the User/Project Leader and sent to the Access Officer, with a cc to the Local or National Liaison Officer of the Access Provider, within 4 weeks after the TA visit. Instructions on how to proceed are specified in the form. **The Activity Report template is found in Appendix 8.**



6. Conclusions and outlook

The documents and templates delivered here are all living documents, meaning that they will be tested during the Calls for TA in ASSEMBLE Plus, and be revised when and wherever required. Modifications will be needed in case parts of calls will be dedicated to specific topics to be explored.



7. Appendices

7.1. Appendix 1: Glossary of the TA program

- **Access Officer**

The responsible person for the Transnational Access program in ASSEMBLE PLUS

- **Access Provider**

The ASSEMBLE PLUS partner (*e.g.*, *EMBRC-Italy*, *EMBRC-Portugal*, *AWI*) providing access to their research services and technologies

- **Access Provider's Installation**

The premises and the platforms of the Access Provider where the Project is performed;

- **Applicant**

The person in charge of the Project proposal; becomes **User** as soon as the project proposal is approved and has passed the funding check

- **Confidential Information:**

Any information, in whatever form or mode of transmission, which is disclosed by a Party (the “**Disclosing Party**”) to the other Party (the “**Recipient**”) under and for the undertaking of this Contract and during the TA Visit (relevant only in case of collaboration). A Non-Disclosure Agreement shall be signed prior to any disclosure of Confidential Information by the Parties sharing such Information.

- **Confirmation of Visit**

Document prepared by the Access Provider at the end of the TA visit, specifying the amount of Access Units given by the Access Provider to the User.

- **Data Management Plan**

The data collected by research projects need to be managed: they need to be described and archived, access rights need to be assigned, and the resulting publications should be placed in an open-access archive. The DMP explains how this is done.

- **Equipment**

User may request the opportunity to use the specialised equipment owned by the Access Provider, which is (i) identified in Annex 2 and/or (ii) located in Access Provider's Installation. Such requests shall be directed to the Access Provider representative who is designated to receive notices under this Contract on behalf of the Access Provider.

- **Eligibility Check**

Check of a submitted proposal by the Access Officer for compliance with the EU regulations and ASSEMBLE PLUS TA eligibility rules.

- **Feasibility Check**

Check of a submitted proposal by the Local Liaison Officer for on-site technical feasibility (timing, availability of biological resources, capacity and capability of research infrastructure, logistics), carried out by the Local Liaison Officer.



- **Intellectual Property Rights**

Shall mean, but is not limited to, all copyrights, patents, trademarks, (whether registered or not and all applications for any of them), trade secrets, know-how or other intellectual property rights.

- **Local Liaison Officer**

Contact person at the Access Provider responsible for the communication between National Liaison Officer and Access Provider, or in case no NLO is in place, between Access Officer and Access Provider as well as between the Access Provider and the Applicant/User.

- **Material**

Shall mean Original Material, Unmodified Derivatives, Modifications, Other Derivatives, and their Progeny.

- **Modifications**

Shall mean substances created by the Recipient, which contain/incorporate the Material.

- **National Liaison Officer**

Contact person at the National Node responsible for the communication between Local Liaison Officer and Access Officer. This position may not exist for some Access Providers; only the Local Liaison Officer.

- **Open Access**

As ASSEMBLE Plus participates in the Horizon2020 Open Research Data Pilot, it strives to make all its data collected by research projects and any publications arising from the research Open Access. This means that anyone can access and use the data and publications, unless a valid opt-out is specified.

- **Other Derivatives**

Shall mean any and all material and/or substances, other than Unmodified Derivatives, Modifications, or their Progeny, that are made, developed and/or otherwise created by Recipient through the use of the Original Material, Unmodified Derivatives, Modifications, or their Progeny.

- **Person in Charge**

The person at the Access Provider responsible for organizing and overseeing the day-to-day scientific support of the User and who helps with resolving emergent problems.

- **Physical access**

A type of access for which the User visits the Access Provider and carries out her research there.

- **Progeny**

Shall mean unmodified descendant, including but not limited to virus from virus, cell from cell, vector from vector, or organism from organism.

- **Project**

The scientific project carried out by the User Group at the Access Provider(s).

- **Project Implementation Committee**

Oversees overall ASSEMBLE PLUS TA implementation to ensure balance and quality of TA provided, taking into account guidelines in the European Charter for Access to Research Infrastructures.



- **Project Leader**

The responsible of the Project and the main user of the research services at the Access Provider.

- **Project Proposal**

The application of the Project prepared by the Project Leader and sent through the ASSEMBLE PLUS application system.

- **Remote Access**

A type of access for which no visit is needed, but for which work is carried out for the User at the Access Provider, e.g. sample analysis.

- **Results**

Any information, data and/or know-how, whether patentable or not, patented or not, as well as Intellectual Property Rights pertaining thereto, generated by the Parties and arising from the performance of the Project under this Contract.

- **Scientific Review**

Evaluation of a Proposal by a User Selection Panel for scientific quality according to a series of selection criteria.

- **Transnational Access (TA)**

Provision of access (at an Access Provider) to a User or User Group whose home institution is located in a country other than the country where the Access Provider is located. The nationality of the User does not matter.

- **Transnational Access visit (TA visit)**

The period of time in which a Project is performed at the Access Provider.

- **Unmodified Derivatives**

Shall mean substances created by the Recipient, which constitute an unmodified functional sub-unit or product expressed by the Original Material. Some examples include sub-clones of unmodified cell lines, purified or fractionated subsets of the Original Material.

- **User**

A researcher within a User Group, including the Project Leader, participating in the TA.

- **User Access Contract**

The legal agreement between the employer of the user and the institution of the Access Provider in which the terms and the conditions for the access at the Access Provider are specified.

- **User Group**

A research team of two Users given access to the Access Provider under the Project. A User Group is led by the Project Leader.

- **User Selection Panel**

The User Selection Panel is composed of Executive Board members, Advisory Board members of the ASSEMBLE PLUS project and External members. This Panel selects among the proposed projects those that pass pre-established criteria of scientific merit. Procedures are specified in the Guidelines for the USP.docx

- **Virtual Access**



A type of access for which the User(s) requests access to data resources from an ASSEMBLE Plus partner(s) and/or access to a virtual processing platform for data analysis.



7.2. Appendix 2: Guidelines for Applicants and Users

Table of Contents

Cover..... 18

1. Introducing ASSEMBLE Plus TA..... 19

2. The TA program in ASSEMBLE Plus..... 25

 2.1. TA in a nutshell 25

 2.2. The Access Providers and their services..... 25

 2.3. Eligibility conditions for TA..... 27

 2.4. The Application Process 27

 2.4.1. Where to find information 27

 2.4.2. How to Apply? 28

 2.5. Evaluation of the submitted proposals 28

 2.6. User Access contract 29

 2.7. Access Modes 30

 2.7.1. Physical access..... 30

 2.7.2. Remote Access..... 31

 2.8. Support provided during the Access 26

3. User obligations following the TA 28

 3.1. Confirmation of Access..... 28

 3.2. TA Activity Report..... 28

 3.3. User Group questionnaire on TA..... 28

 3.4. Acknowledgments 28

4. Reimbursement of costs..... 34

 4.1. Reimbursement of costs incurred by the Access Provider..... 34

 4.2. Reimbursement of costs incurred by the User(s)..... 34

Annex 1..... 36





Acronym: ASSEMBLE Plus

Title: Association of European Marine Biological Laboratories Expanded

Grant Agreement: 730984

Guidelines for Applicants and Users

www.assembleplus.eu/access/TA

ASSEMBLE PLUS Team
access@embrc.eu



1. Introducing ASSEMBLE Plus TA

Marine biological stations have a history of providing visiting scientists and students with access to marine biodiversity and to their research facilities. With time, these stations often became more focused on the needs of resident staff. This allowed for long-term research planning, but left less room for a much more diverse, external user community from research disciplines other than the marine sciences and from industry.

To foster wider use of their facilities, eight marine stations in France, Italy, Portugal, Sweden, the UK, Israel, and Chile engaged in an EU funded project ASSEMBLE (2009 - 2013; Grant Agreement 227799) providing external users with all-expenses-paid Transnational Access to their laboratories, research services and hosting amenities. The project had, and continues to have, a remarkable scientific impact given a stream of publications acknowledging its funding and the multitude of collaborations resulting from ASSEMBLE visits. The success has motivated several ASSEMBLE partners, together with stations in additional European member states, to organise themselves into a European Research Infrastructure Consortium called European Marine Biological Resource Centre (EMBRC-ERIC). The core mission of EMBRC is to foster and facilitate research access to its partner marine stations.

The current ASSEMBLE Plus Consortium builds on the best practices and experience gained in the previous ASSEMBLE project, but there are also important differences. The partnership is more extensive, providing access to a wider range of marine ecosystems and a more comprehensive set of research services. ASSEMBLE Plus aims at widening the Transnational Access user community, for example by attracting projects from non-marine sciences and from the private sector. It also aims to improve service provision by developing novel key enabling technologies and data solutions and strengthening complementarity and interoperability within the consortium.

Experience gained in the Transnational Access program of ASSEMBLE Plus will be incorporated into the partners' operation as well as into EMBRC-ERIC, thus increasing the quality of the services. ASSEMBLE Plus aims to pave the way for non-EMBRC partners to join EMBRC-ERIC, thus expanding both its scope and geographical distribution, thereby consolidating its long-term sustainability.



2. The TA program in ASSEMBLE Plus

2.1. TA in a nutshell

The ASSEMBLE Plus Consortium organises half-yearly calls for Research Proposals requesting TA to its Access Providers (partner marine stations). The calls are published on the ASSEMBLE Plus website (<http://www.assembleplus.eu/>) and announced widely. Applicants are invited to submit short proposals in which they explain research objectives and reasons why a particular Access Provider was selected. The access must be transnational, i.e., the home institution of the project leader must be situated in a country different from that of the selected Access Provider. Following submission deadlines, received proposals will be screened by the Access Officer for eligibility, by the Access Providers for feasibility, and by a User Selection Panel for scientific quality. If selected, a User Access Contract is drawn up between the Access Provider and the Applicant. When this document is signed, the Applicant, now referred to as a User, can visit the chosen Access Provider for a period typically lasting from two weeks to 1 month (max. 30 consecutive days). ASSEMBLE Plus contributes to (within limits) costs of service use at the Access Provider and travel, lodging and sustenance.

2.2. The Access Providers and their services

The Access Providers; 33 marine stations that provide TA in the ASSEMBLE Plus project (listed below) are distributed over 16 countries. Detailed information on these Access Providers is available on the ASSEMBLE Plus website at <http://www.assembleplus.eu/>

ASSEMBLE Plus Access Providers in the European Marine Biological Resource Centre (EMBRC-ERIC):

- EMBRC-Belgium (VLIZ, UGENT),
- EMBRC-France (Sorbonne Universités, CNRS),
- EMBRC-Greece (HCMR),
- EMBRC-Israel (HUJI),
- EMBRC-Italy (SZN, CNR),
- EMBRC-Norway (UiB),
- EMBRC-Portugal (CCMAR, IMAR, CIIMAR),
- EMBRC-Spain (UPV/EHU, UVIGO),
- EMBRC-UK (SAMS, USTAN, MBA, NERC-BAS, MSS),

ASSEMBLE Plus Access Providers not currently member of EMBRC-ERIC:

- Finland (UH),
- Germany (AWI, MPIMM),
- Ireland (NUIG),
- The Netherlands (NIOZ),
- Poland (IOPAN, UG-Gdansk),



- Slovenia (NIB),
- Sweden (UGOT – SLC).

This distributed partnership provides access to diverse marine ecosystems and their biodiversity of the European coastal seas, the Red Sea (HUJI), the Caribbean (NIOZ), the Arctic (IOPAN) and the Antarctic (NERC-BAS).

In order to enable Users to carry out their planned research Project, access is provided to laboratories with basic equipment and standard disposables as well as to a comprehensive set of core services equipped with sophisticated equipment and operated by dedicated service staff. The core services are organised in the following general categories:

- Culture collections / biobanks of microalgae, cyanobacteria, bacteria, seaweeds, viruses, zooplankton, and fish,
- Sampling facilities, which include research vessels for coastal sampling, sample equipment, SCUBA diving, and remote operated vehicles,
- Isolation and preservation of marine organisms, which includes strain isolation and purification, optimization of cultivation, fermentation and preservation conditions as well as revitalisation of cryopreserved and lyophilised material,
- Wet facilities for experimenting and cultivation:
 - Land-based: comprising aquaria, tank facilities, climate rooms, incubators, indoor and outdoor mesocosms and photo-bioreactors,
 - Sea-based comprising mesocosms and fish-pens
- Microscopy and bio-imaging, which include fluorescence microscopy, TEM and SEM imaging, confocal microscopy, flow cytometry and micro-CTbio-imaging,
- Taxonomic services, which include morphological and molecular identification, phylogenetic analysis, barcoding, and mass spectrometry,
- Molecular biology and –omics, which comprises genotyping, sequence analysis, qPCR, next generation sequencing as well as bioinformatics analysis
- Biochemical analysis, which includes protein structure, protein interaction, and recombinant protein expression,
- Bioassays, which include phenotypic assays, protein assays, (anti-) microbial assays, quality control of raw materials and products, and verification of microorganisms associated with novel products.
- Structural and chemical analysis, which comprises HPLC, mass spectrometry, pre-metabolomic screening, metabolomics profiling, and structural elucidation.

Not all of these core services are necessarily available at a given Access Provider. Since each Access Provider offers a subset of these core services, prospective Users can search the TA website for the one that provides the package of core services that satisfies their needs. Additional amenities include access to data repositories, libraries and broadband internet connection, as well as lodging and catering facilities either in-house or as may be available from the Access Provider's premises.



2.3. Eligibility conditions for TA

Transnational Access to the Access Providers in the ASSEMBLE Plus consortium is provided to single Users and to User Groups of two Users. A User Group can include more than two Users, but the costs of TA are covered by ASSEMBLE Plus for a maximum for two Users. In addition, the Access Provider must be contacted and agree in advance to three (or more) Users being part of the Application. Note that the service price list of the Access Provider for such additional Users may be higher than charged to ASSEMBLE Plus.

A User Group must identify one of its members as Project Leader, who functions as the reference person towards ASSEMBLE Plus.

To be eligible for Access, a User or User Group must satisfy the following conditions:

- The Project Leader must submit an innovative Project Proposal, details of which are explained below;
- All Users of a User Group must be officially working/studying in recognised academic institutions, or registered in not-for-profit organisations, or in registered companies.
- The Home Institution(s) of the User(s) should be based in a EU Member State² or Associated Country³. Access of a single User -or a User Group- not working in the EU or an Associated Country is eligible but with some limitations⁴;
- The Access must be Transnational, i.e., the home institution of the Project Leader must be situated in a country different from that of the selected Access Provider;
- All documents required to evaluate the proposal must have been uploaded in the online system.

PhD students may not apply on their own; their supervisor must apply as Project Leader and accompany the student to the Access Provider for at least part of the Visit.

The visit to the selected Access Provider is carried out within the time window indicated in the Call. In cases where the Project requires permits from national regulatory bodies, project evaluation and selection can proceed before the permits are obtained and the TA can, if necessary, be transferred to a subsequent access period, but within the limits of ASSEMBLE Plus deliverable deadlines and project lifetime.

2.4. The Application Process

2.4.1. Where to find information

To facilitate the application procedure, ASSEMBLE Plus set up a single one-stop-point at <http://www.assembleplus.eu/access> where information about accessible ecosystems, core services and other amenities at each of the Access Providers can be found. A FAQ list is available at <http://www.assembleplus.eu/> to respond to general queries about TA,

² https://europa.eu/european-union/about-eu/countries/member-countries_en

³ http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/hi/3cpart/h2020-hi-list-ac_en.pdf

⁴ Access for single Users or User Groups not working in a EU or Associated Country is limited to 20% of the total number of units of access provided under the grant.



please check these pages. Additional questions can be directed to the Access Officer (access@EMBRC.eu). In addition, each Access Provider has appointed a Local Liaison Officer who can be queried regarding Access Provider-specific matters such as availability of biological resources, details of Services and amenities, technical and logistical feasibility of proposed projects, and periods of a proposed visit. The Applicant **should contact the Local Liaison Officer(s) of the Access Provider(s)** to check their Proposal's feasibility prior to submission. A list of contact addresses of these officers can be obtained via <http://www.assembleplus.eu/access>.

2.4.2. How to Apply?

Following the launch of a call, the Applicant will have access to an interactive list of services as well as the contact information of the Local Liaison Officer(s) for each of the Access Provider(s).

The application procedure is described step-by-step in Annex 1 of this document. Applications must be written in English. The web portal for submission will be open as indicated on the website for each call. The application includes questions about the Project proposal and the selection of the Access Provider(s) and requested research services. The proposal can be **saved** at any step of the submission process to continue at a later time. When the proposal is ready and all documents are uploaded, the Applicant needs to press the **Final Submission** button. **The Proposal Submission Deadline is specified** at <http://www.assembleplus.eu/access>.

2.5. Evaluation of the submitted proposals

Proposal evaluation will start as soon as the application deadline has passed. Successfully submitted proposals will proceed through the following evaluation steps:

Eligibility Check: the Access Officer checks for compliance with EU regulations and ASSEMBLE PLUS TA eligibility rules (see 2.3).

Feasibility Check: proposals that pass the Eligibility Check are passed on to the National or Local Liaison officer of the chosen Access Provider. The Local Liaison Officer checks the proposals for on-site feasibility. At this stage the Local Liaison Officer can contact the applicant, but only to clarify points; there must be no re-negotiation of the proposal. The submitted proposal text remains as it is.

Scientific review: Proposals that pass the Feasibility Check are distributed to members of the User Selection Panel (USP) consisting of external experts and internal ASSEMBLE Plus Project Implementation Committee members. Their evaluation is based on the following criteria:

- Scientific excellence and novelty,
- Overall feasibility/probability of delivery,
- Why is access to the selected Access Provider needed?
- New Users, Users from non-marine disciplines and from countries where a required marine research infrastructure is unavailable,



- Priority to external Users (i.e., outside the ASSEMBLE Plus consortium).
- If applicable, compliance with specific themes set out in the TA Call.

Following the selection procedure, a list of USP members will be published at the following link: <http://www.assembleplus.eu/>

Acceptance/Rejection:

The Access Officer informs the National/Local Liaison Officers which of the submitted Proposals have passed the USP review. Then the National/Local Liaison Officers assess which of the Proposals to their facilities can be accepted, given the USP ranking and given TA budget constraints for the specific call. For accepted Proposals the Access Officer sends a letter of provisional acceptance to the Applicant and National/Local Liaison Officers. For proposals that passed the USP but for which insufficient funds are available, the Access Officer sends the Applicant a letter informing him/her of that fact and encouraging him/her to reapply in the next call. For proposals that did not pass the USP, the Access Officer informs the Applicant of that fact.

2.6. User Access Contract

For accepted proposals the Local Liaison Officer, the Applicant and their legal representatives negotiate a User Access Contract; a legally binding document in which rules, obligations and technical details of the TA visit are specified. This document also specifies how and to what limits the User's costs of travel, accommodation and sustenance will be covered. The Local Liaison Officer sends the Project Leader/User a draft contract. The latter can accept it or negotiate details with the Local Liaison Officer. Users are encouraged to involve the legal officers of their home institution in the review process. If approved by all Parties, the Contract is signed by:

- The legal representative at the Access Provider,
- The Employer(s) (legal representative) of the Applicant(s).

The User Access Contract template includes six Annexes:

Annex 1 – Description of the Project: this part includes the scientific background, significance and objectives of the project; the scientific description of the project; the expected results (and who is the owner of these results); and eventual comments and need-to-know issues both parties need to be aware of to avoid problems.

Annex 2 – Description of resources: this document provides a technical description of the project and specifies in detail the facilities, services and consumables to be provided. It also specifies what is required from the User. It is important to be aware of what is included in the offer because what is not included must be brought or shipped by the User to the Access Provider at the full expense of the User.

Annex 3 – Material Transfer Agreement: this document contains two subsections: one which is an "Incoming Material Transfer Agreement" needed in case material is transferred from the User's home institution to the Access Provider and an "Outgoing



Material Transfer Agreement” needed in case material is transferred from the Access Provider to the User’s home institution.

Annex 4 – Background / Prior Knowledge included: this document specifies in case of scientific collaborations, for the Access Provider as well as for the User, what Background (prior) knowledge is included in the project.

The Parties should agree on how to conduct the signing and exchange of signed documents, as some require originals whereas others may be satisfied with PDF copies of the signed documents.

In case a Project includes TA to multiple Access Providers, and or Users of a User group are coming from different institutions or SMEs, each of these requires a separate Contract.

As soon as the Parties have signed the User Access Contract, the Applicant is called a User, and the TA can commence according to conditions and at dates specified in the contract, within a period specified in the Call, and the Users can arrange all practicalities with the Access Provider.

Annex 5 – Non-disclosure agreement: any information, in whatever form or mode of transmission, which is disclosed by a Party (the “Disclosing Party”) to the other Party (the “Recipient”) under and for the undertaking of the User Access Contract and during the TA Visit (relevant only in case of collaboration). A Non-Disclosure Agreement needs to be signed prior to any disclosure of Confidential Information by the Parties sharing such Information.

Annex 6 – Data Management Plan template: this template should be filled out by the User and included in the User Access Contract before the document can be signed. More information about what information is required, and a copy of this template, can be found at <http://www.assembleplus.eu/access>.

2.7. Access Modes⁵

The Access Provider provides three modes of Access: Physical Access and Remote Access, explained below. ASSEMBLE Plus provides also Virtual Access, but this falls beyond the scope of this document.

2.7.1. Physical access

The User visits the premises of the Access Provider to carry out the research proposal in person. The Access Provider provides scientific, technical and logistical support (see “Support Provided during Access”) as stipulated in the User Access Contract. The Access Provider reimburses the costs for lodging, sustenance and travel incurred by the User(s) up to a maximum amount defined in the User Access Contract, taking into account EU and

⁵ <https://ec.europa.eu/research/participants/portal/desktop/en/support/faqs/faq-617.html> and article 16.2 in MGA http://ec.europa.eu/research/participants/data/ref/h2020/mga/gga/h2020-mga-gga-multi_en.pdf



National regulations. However, differing national regulations may require that all such costs be reimbursed only after the visit, or that some costs (such as on-site lodging and sustenance) can be paid directly/internally by the Access Provider.

During the TA Visit, the User will be requested to give a presentation about the Project (or related research) to the staff and students at the Access Provider.

2.7.2. Remote Access

This is where the Access Provider has offered Remote Access as a service without the presence of the User. For example,

- The User requests the Access Provider to perform a research workflow according to Standard Operational Procedures (SOPs) agreed-upon and specified in the User Access Contract. Examples include sample- and species collection, processing and rearing, as well as analytical procedures. The latter may include access to computer clusters and software pipelines for remote, but locally-assisted data analysis. The Access Provider provides scientific and technical support (see “Support Provided”) as stipulated in the User Access Contract.
- The User can request shipment of biological material (samples, organisms, strains) from the Access Provider to the User’s home institute. In such a case no need exists for a User Access Contract, though Users are bound by conditions of material use set by the Access Provider’s Culture Collection, e.g., by means of a Material Transfer Agreement.

A Project can include a Physical and a Remote Access part; the latter would include days the User is not actually present but work is carried out for the project and equipment is used. Nonetheless, the total number of physical and remote access days summed per user per project covered by ASSEMBLE Plus cannot exceed 30.

2.8. Support provided during the Access

The Access Provider will provide Users requesting physical access with access to visitor labs with basic equipment. Alternatively, resident research staff can host users in their laboratories with advance request and written agreement, but the User maintains the freedom to carry out research independently. Upon the User’s request, the User and resident research staff can collaborate and share the foreground knowledge developed during the TA visit. In that case, they are advised to specify, in a signed agreement, which relevant background knowledge is excluded.

In case of Physical or Remote Access, the Local Liaison Officer may appoint a Person in Charge who takes care of the day-to-day needs of the User and troubleshoot problems that may arise.

Laboratory support includes the provision of standard disposables and the use of standard laboratory equipment, all to be specified/listed in the User Access Contract between Access Provider and the User. In the Project proposal and in an annex of the User Access Contract, the Applicant lists the equipment and disposables needed for executing the work. The Local Liaison Officer specifies which items in this list constitute “standard”



consumables and which do not. Items outside the aforementioned definition of “standard,” such as special and/or expensive consumables, must be bought by the User. It may also be possible that the Access Provider orders and pays for such items in advance of the visit, and is reimbursed by the User on arrival to the Access Provider. This is especially important when safety regulations prevent a shipment to be made by courier services.

Provision of biological material (living resources and their derivatives) is governed by a Material Transfer Agreement or specified in the provisions of the User Access Contract. **Field material** is provided as agreed upon in an annex of the User Access Contract. The User obtains the right to use this material for research and technological development purposes, respecting national, European and international legislation. **Cultured material** is provided under rules and regulations specified by the Access Provider.

Users have access to services, as agreed upon in the User Access Contract. The Person in Charge or Local Liaison Officer assigns, if needed, technical staff to orient the Users, assist with access to core services and data, and with trouble-shooting. Users are expected to already be familiar with the proper and safe use of such infrastructure. In case of Remote Access, service staff at the Access Provider performs a straightforward research workflow as agreed upon in the User Access Contract. The Person in Charge or Local Liaison Officer oversees this workflow and liaises between the User(s) and the service staff personnel.

The Person in Charge or Local Liaison Officer at the Access Provider provides Users requesting physical access with assistance/advice with logistics, including on-site lodging, hotel booking and local transportation.

If shipping is required of material needed for Project execution at the Access Provider, then the home institute of the User arranges the shipping from the home institution to the Access Provider (door-to-door and clearance from Customs) and covers the shipping costs. The User must inform the Local Liaison Officer when the shipment is planned and when it has been sent. Likewise, the User is responsible to arrange and must pay for shipping of biological resources produced during Project execution back to the home institution of the User.

3. User obligations following the TA

Once the TA has been completed, the Project Leader is required to sign a Confirmation of Access document, deliver a TA Activity Report, and fill out a User Group questionnaire on TA. These documents are mandatory for refunding of expenses of the User(s) incurred during the TA visit.

3.1. Confirmation of Access

The Local Liaison Officer or Person in Charge will prepare a “Confirmation of Access” form in which the provided access units are specified. It will be sent to the Project Leader to



verify and to sign the document. This document must be countersigned by the Liaison Officer or Person in Charge and be submitted as a pdf to access@embrc.eu

3.2. TA Activity Report

Within 4 weeks after the end of the visit, the User or Project Leader must submit a report describing the objectives, methods, and preliminary results of the TA visit in a template downloadable at the following link: <http://www.assembleplus.eu/> ("User obligations" section). The report must be submitted as a Word file to access@embrc.eu and cc'd to the Local or National Liaison Officer of the Access Provider.

Note: there is no User Obligations document or section on the A+ pages. If this indeed is where the documentation should be supplied, does that documentation already exist somewhere else?

3.3. User Group questionnaire on TA

The Project leader or single User should complete the User Group questionnaire at the following link: <https://ec.europa.eu/eusurvey/runner/RisurveyUSERS>

A copy must be sent to access@embrc.eu with the subject "ASSEMBLE PLUS TA: User group questionnaire <User-Project number>" within 45 days following the TA visit. The Access Officer sends the National or Local Liaison Officer a confirmation of receipt of this document.

To create the pdf, use the online tool on the right column of the webpage. Number and Acronym of the Project is: "ASSEMBLE PLUS" No 730984. The European Commission requests this questionnaire from any User Group in any TA Project supported under an EC Research Infrastructure grant agreement. This document allows the evaluation of the Research Infrastructures Action, the monitoring of the individual grant agreements, and improvement of the services provided to the scientific community.

3.4. Post-project Data Management

Depending on the details that are outlined in the User's Data Management Plans – and allowing for reasonable changes in the interim – they should inform ASSEMBLE Plus of what of their DMPs have been enacted. Particularly important is where the data have been/will be placed for long-term storage. They should inform ASSEMBLE Plus of the access status (Open/Restricted/Closed) of the data, and any reasons for not providing Open Access. Publications arising from the TA projects must be stored in the EMBRC Open Access archive. This reporting forms part of the information included in the TA Activity Report.



3.5. Acknowledgments of funding

Outcomes (publications, presentations, patents, etc.) resulting from work carried out under the ASSEMBLE Plus TA activity must acknowledge the ASSEMBLE Plus project as follows: **“The research leading to these results received funding [or partial funding] from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 730984, ASSEMBLE Plus project”**. The Access Officer of the ASSEMBLE Plus Project must be informed of such outcomes by e-mail at: access@embrc.eu.

4.

5. Reimbursement of costs

5.1. Reimbursement of costs incurred by the Access Provider

The costs of a maximum of two persons per Project of access to labs, research services, and standard disposables, for a maximum of 30 consecutive days per person. This includes weekends, no matter if the facilities are physically accessible or not, and religious/national holidays, as long as equipment or facilities are working for the User(s).

Costs of non-standard disposables, access to core services not specified in the User Access Contract, experiments required before or after the TA-period specified in the User Access Contract, and shipment of material from the User’s home institution to the Access Provider are not covered by the Access Provider and are not reimbursable to the User from ASSEMBLE Plus. Such extra services, not specified in the User contract, can be provided at the User’s own expense. Transport costs of biological material from the Access Provider to the User’s Home institution can be reimbursed if agreed upon – and to a maximum as agreed upon- in the User Access Contract.

Upon finishing the Project, the Local Liaison Officer or Person in Charge fills in a Confirmation of Visit form, to be checked and countersigned by the User/Project Leader. This form indicates the number of access units used by the User(s). The form is to be sent to the Access Officer.

5.2. Reimbursement of costs incurred by the User(s)

The User, after the end of the visit and after signing the "Confirmation of visit" form, is required submit a reimbursement claim to the Local or National Liaison Officer at the Access Provider and provide all requested documents (invoices, receipts, tickets, etc., originals if required by national law)

Upon receipt of the

- Reimbursement claim and accompanying documents from the User,
- TA Activity Report from the User or Project Leader,
- Confirmation of receipt of the User Group questionnaire on TA from the Access Officer.

the National or Local Liaison Officer at the Access Provider reimburses costs of the visit (travel, accommodation and sustenance) of the User(s), up to an amount specified in the



User Access Contract, from the Access Provider's ASSEMBLE Plus budget for this purpose. Different reimbursement rules may apply for each Access Provider (e.g. per diem or reimbursement of actual cost of sustenance according to receipts provided). In addition, for some Access Providers the accommodation and/or sustenance can be paid for or provided on arrival. Thus only the airfare would remain to be refunded.

The Access Provider is expected to process the claim and reimburse the User within 60 days after the claim submission, provided that all requested documents are provided and in order.

**FOR FURTHER QUERIES REGARDING THE ACCESS, PLEASE CONTACT THE
ASSEMBLE PLUS ACCESS OFFICER AT ACCESS@EMBRC.EU**



Annex 1

The Application Procedure step-by-step

The application system consists of six steps:

1. Applicants

Main Applicant (Project leader): Details

	Applicant
Given Name	
Surname	
Gender	
Position	
Home Institution/SME	
Country of Home institution	
Address	
Tel	
email	
Applicant’s role in project (in case there is a co-applicant)	
Website (research gate, linkedin or institutional link)	

In case of co-applicant: Details

	Co-applicant
Given Name	
Surname	
Gender	
Position	
Home Institution/SME	
Country of Home institution	
Address	
Tel	
email	
Co-applicant’s role in project	
Website (research gate, linkedin or institutional link)	

Upload CV of Applicant “here”

Upload CV of Co-Applicant “here” if applicable.



Relevant publications

List up to six publications providing information on potential impact of the work and the likelihood of success. You are invited to provide information that allows the User Selection Panel to judge if the work is feasible and of a suitable scope. Applicants are encouraged to focus on their own research to show their strength in the field but can include relevant high-impact references from other groups.

2. Proposal details

Research Project title

Title of the Project (max. 120 characters).

Short title or Acronym (max. 20 characters)

Discipline

biomaterials and bioplastics, biology development, microbiology, bioinformatics, chemistry, physics, cosmetics, medical science, evolution, feed science/nutrition, biotechnologies, immunology, etc.

Keywords (max. 5)

Scientific background and objectives

Provide the main aims of your project within the bigger picture of your research. Provide a succinct description of your Project, highlighting its originality and innovative nature. Identify the knowledge gaps the Project intends to fill (max. 2000 characters).

Technical description of the Project

Describe the work plan including a timetable. Identify which part of the work plan is by means of Remote Access, indicating “(via RA)” behind sentences. (Max. 2000 characters).

Expected results and deliverables (max. 2000 characters).

3. Research Infrastructure needs

Preferred access provider(s):

Motivation to visit access provider. Why was/were this/these one(s) chosen?

Describe to what kind of resources you request access: laboratory space, ecosystems, living resources, core facilities, technical assistance. List, if you have this info at hand, (max 2000 characters)

- number of days/times you request access to core facilities:
- Lab days (total for all Users, including weekends/holidays):
- Research vessel days:



- SCUBA diving days:
- Other, specify:

Describe any specific consumables needed (max 1000 characters)

Describe your Expertise with the services requested (max 500 characters)

In case you intend to collaborate with specific research or technological staff members at the Access Provider, did you have any previous collaboration with these staff members during the last 5 years?

Expertise level in using the selected services

Declare your level of expertise in using the requested technologies/services/diving.

Certificate on animals or ethics issues

Please check with your institution ethics advisor(s) as to whether you have the needed certificates for working with animals, or other ethics issues. Upload it/them with your proposal. If you do not possess the needed certificates at the time of submission, how long do you estimate it will take to get them?

4. Ethical Issues

Are there biological hazards associated with the planned experiment(s)? If yes, list them

Are there ethics issues associated with the planned experiment(s)? If yes, describe

Environmental impact? If yes, describe

Ethics compliance. If applicable, state here the measures you intend to use to comply with research ethics regulations

5. Data Management Plan

A full data management plan will be required for every accepted access project. It will be necessary to consider and describe how data will be managed in accord with the FAIR data principles and what will be done to make eventual publications Open Access. At this stage (application) only limited information is expected from the applicant. Accepted proposals will be required to provide more complete information later.

What data will be produced?
(max 200 characters)

What repository will be used for long-term data preservation?

- 1) EMBRC data repository (for more information see <http://www.MarineDataArchive.eu>)
- 2) Other (please indicate which)

How do you plan to make your data openly accessible?



If access is provided as part of a project that participates the H2020 Open Research Data Pilot, it is required that all data are made open access upon publication, for example by storage in a community archive. (In case no publication is delivered within the terms of the project, release 2 years after data collection is general practice). ASSEMBLE Plus is included in this H2020 pilot. Access can be limited for valid reasons, e.g. IPR, usage of personal data, jeopardising the project's objectives. If you do not plan to make your data open access, please specific why.

How do you plan to make your publications resulting from your TA open access?

If access is provided as part of a project that participates the H2020 Open Research Data Pilot, it is required that any resulting publications are made Open Access, for example by storage in a Open Access publications archive. ASSEMBLE Plus is included in this H2020 pilot.

- a) EMBRC Open access archive (for more information see <http://www.MarineDataArchive.eu>)
- b) Other (please explain)

6. Exclude USP reviewers

You may exclude USP reviewers due to conflict of interest. The list of members of the User Selection Panel is available at the following link:

<http://www.assembleplus.eu/access/TA/scientific-review>

7. Upload documents

Please upload support letters, certificates, publications in pdf format only.

8. How did you hear about ASSEMBLE Plus?

Social media

journals

EMBRC partner

A+ partner

Other, please specify

9. Confirm and submit proposal

Please review your Project proposal carefully before submitting. Once you press submit you will receive an automatic e-mail confirming the submission of your proposal.



7.3. Appendix 3: Guidelines for Access Providers

Table of Contents

Cover.....	37
1. Introducing ASSEMBLE Plus TA.....	38
2. TA procedures in a nutshell.....	39
2.1. The Users of TA.....	39
2.2. The Access Providers in ASSEMBLE Plus.....	Erreur ! Signet non défini.
2.3. To what is TA provided?	Erreur ! Signet non défini.
2.4. The Proposal submission procedure	42
2.4.1. The role of Local Liaison Officers during the Proposal Submission period	42
2.5. Evaluation of the submitted proposals	43
2.5.1. Eligibility check	44
2.5.2. Technical feasibility check	44
2.5.3. Scientific review.....	44
2.6. The User Access Contract	46
2.7. Access Modes	47
2.7.1. Physical access.....	47
2.7.2. Remote Access.....	48
2.8. Support provided in the TA Program	48
3. User obligations following the TA	46
3.1. Confirmation of Access.....	47
3.2. TA Activity Report.....	47
3.3. User Group questionnaire on TA.....	47
3.4. Acknowledgment of funding	Erreur ! Signet non défini.
3.5. Reimbursement of costs.....	47
3.5.1. Reimbursement of costs incurred by the Access Provider.....	47
3.5.2. Reimbursement of costs incurred by the User(s).....	48





Acronym: ASSEMBLE Plus

Title: Association of European Marine Biological Laboratories Expanded

Grant Agreement: 730984

Guidelines for Access Providers

www.assembleplus.eu/access/TA

ASSEMBLE PLUS Team
access@embrc.eu



1. ASSEMBLE Plus TA

The general ASSEMBLE Plus Transnational Access policies are described in the **Guidelines for Applicants and Users**. The reader is referred to this document for information. The document presented here contains information pertinent to Local and National Liaison Officers at the Access Providers.

1.1. The Proposal submission procedure

Seven calls for proposals are scheduled in half-yearly cycles with submission windows and deadlines. Access periods ideally run from March through August and from September through February.

To facilitate the application procedure, ASSEMBLE Plus has set up a single one-stop- access point for queries, information-download and Project submission at the project's website <http://www.assembleplus.eu/>. Open calls and **Submission Deadline will be specified on the ASSEMBLE Plus website.**

2.4.1. The role of Local Liaison Officers during the Proposal Submission period

During the proposal submission window, the applicants can query on the ASSEMBLE Plus website a searchable list of research services and amenities available at each of the Access Providers. A FAQ list is available at <http://www.assembleplus.eu/> to respond to general queries. In addition, each Access Provider has designated a Local Liaison Officer, who deals with queries regarding, for example, the availability of specific biological resources, details of core services and other amenities, technical and logistical feasibility of proposed projects and timing of visits.

The Applicant is requested to contact the Local Liaison Officer(s) at the preferred Access Provider(s) to check the Proposal's feasibility prior to submission. This way the Applicant can make an informed choice regarding the most suitable Access Provider and will learn if the proposed project is in principle feasible at the chosen Access Provider. A list of contact addresses of these officers can be found at <http://www.assembleplus.eu/> In countries where the Access Providers have organised themselves on a national level, a National Liaison Officer has been appointed who can help guide Applicants to the most suitable Access Provider in their country and who coordinates financial aspects of the access at the national level.

Table 1: Timeline, in Days, Weeks or Months, needed to accomplish the steps in the Project Proposal Workflow. Dates for each call can be specified at the start of each call.



Action	Time period	Dates for each call ⁶	Involved Parties
Call for Project Proposals opens	D1	dd/mm/yyyy	Access Officer
Project Proposal submission deadline	1.5M	dd/mm/yyyy	Applicant with feedback from Local Liaison Officer
Eligibility Check and Distribution of Proposals to appropriate Liaison Officers	1W	dd/mm/yyyy	Access Officer
Technical Feasibility check (upon receipt of the Project proposal from the Access Officer)	2W	dd/mm/yyyy	Local Liaison Officer
Scientific review	2W	dd/mm/yyyy	User Selection Panel
Financial check and selection of accepted TA Projects	1W	dd/mm/yyyy	Access Officer + Liaison Officers
Negotiation of User Access Contracts and provision of Data Management Plans	Typically a few W		Local Liaison Officers + Users
Publication of accepted TA Projects	1D	dd/mm/yyyy	Access Officer + Liaison Officers
TA visit	Typically within a 4-months window	From dd/mm/yyyy to dd/mm/yyyy	User + Local Liaison Officer
TA Activity Report	4W	dd/mm/yyyy	User

1.2. Evaluation of the submitted proposals

The Proposal evaluation process starts as soon as the deadline for application has passed. Successfully submitted proposals will proceed through the following steps:

⁶ To be filled out by the Access Officer for each Call



2.5.1. Eligibility check

The Access Officer checks submitted Proposals for compliance with EU regulations and ASSEMBLE PLUS TA eligibility rules stipulated in the Guidelines for Applicants and Users. If a proposal is not eligible, the Access Officer will remove it from further evaluation

The need for special permits (see below) is part of the Eligibility Check, taking into account the risk of delays affecting timely submission of ASSEMBLE Plus Deliverables or other deadlines. If the Liaison Officer receives a proposal needing special permits, he/she should alert the Access Officer ASAP for reasons explained below.

2.5.2. Technical feasibility check

The Access Officer distributes eligible Proposals over the National Liaison Officers who in turn pass the proposal to the Local Liaison Officer of the indicated Access Providers. The Local Liaison Officer checks received proposals for on-site technical feasibility (timing, availability of biological resources, capacity and capability of research infrastructure, logistics). This check is required because although Applicants are encouraged to assess the Proposal's feasibility with Local Liaison Officers prior to submission, its actual content may diverge from what was agreed upon. At this stage the Local Liaison Officer can contact the applicant but only to clarify points; there must be no re-negotiation of the proposal.

Scientific procedures on certain organisms (e.g., vertebrates, cephalopods, genetically modified organisms) may require permits from regulatory bodies and the time between requesting and obtaining these permits might be incompatible with the timing of the proposal review process (see Table 1). In such cases the review process can be completed and, if selected, the Transnational Access may take place outside the time-window of the call once the permit is granted. The Applicant must mention permit issues in the Proposal.

2.5.3. Scientific review

Proposals that have passed the technical feasibility check are distributed by the Access Officer to members of a User Selection Panel (USP) composed of the Coordinator, six Project Implementation Committee (PIC) members (in turn) and six members of the Advisory Board. Each Proposal is evaluated by one external and one internal USP member. A list of USP members will be published at <http://www.assembleplus.eu/>.

Evaluation proceeds as follows. USP members **score the proposals** according to the following criteria:

- Scientific excellence and novelty of the proposal,
- Scientific feasibility/probability of delivery,
- Why is access to the selected Access Provider needed?
- New users, users from non-marine disciplines and from countries where state-of-the-art marine research infrastructure is unavailable,
- Priority to external users (i.e., outside the ASSEMBLE Plus consortium),
- If applicable, compliance with themes specified in the TA Call

The selection process is described in the Guidelines for the User Selection Panel.



The Access Officer informs the National/Local Liaison Officers which of the submitted Proposals have passed the USP review and what scores they obtained.

The National/Local Liaison Officers inform the Access Officer how much of their TA budget they plan to dedicate to Proposals in the call at hand.

The National/Local Liaison Officers assess which of the Proposals to their facilities can be accepted, following the USPs ranking order, and given the TA budget dedicated to the call..

When done the Local/National Liaison Officer reports to the Access Officer which of the Proposals can be accepted and which ones cannot because of lack of funds.

For proposals that pass the USP review and the final acceptance by the Access Provider, the Access Officer notifies - by means of a letter of provisional acceptance - the Applicants and Access Providers that they can commence negotiation of a User Access Contract. The User names, affiliations, and titles of these Projects will be announced at <http://www.assembleplus.eu/> For proposals that pass the USP but for which insufficient funds are available, the Access Officer sends a letter to the Applicant informing him/her and encouraging him/her to reapply in the next call. For proposals that did not pass the USP, the Access Officer sends a rejection letter to the applicant.

1.3. The User Access Contract

After the Access Officer has sent the provisional letter of acceptance, a draft User Access Contract is established from a template, including the Project title, details of the Applicant, of the Employer of the Applicant, and of the institution representing the Access Provider.

The draft is then sent to the National or Local Liaison Officer of the selected Access Provider, who reviews the content and specifies the details of the TA support, taking into account the Proposal, legislation, needs for special permits, and the facilities offered at the Access Provider. In this draft, the Local Liaison Officer can indicate a Person in Charge, i.e., scientific responsible person at the Access Provider during the TA visit of the User(s). The Contract specifies the TA offer and conditions, including timing, scientific, logistic and financial support offered to the User(s), obligations of Parties, IPR issues, etc.

A Data Management plan must also be provided at the time the User Access Contract is signed. The template for this, including information about how to fill it in, will be provided to the user when their project is accepted.

The draft is then sent to the Project Leader, who accepts or negotiates details with the Local Liaison Officer. As the User Access Contract is a legally binding document, **all Parties must involve their legal officers in the negotiation procedure**. If approved by all parties, the User Access Contract is signed by:

- **The legal representative at the Access Provider,**
- **The Applicant/Project Leader, hereafter referred to as User/Project Leader and the Employer(s) (legal representative) of the User(s).**



The parties should agree on how to conduct the signing and exchange of signed documents, as some require originals whereas others are satisfied with PDF copies of the signed documents. A pdf copy must be submitted by the Liaison Officer to access@embrc.eu

As soon as the Parties have signed the User Access Contract, the TA can commence according to the dates and conditions specified in the contract, within a period specified in the particular Call, and the Users can arrange all practicalities with the Liaison Officer of the Access Provider, such as necessary steps for Project preparation, timing and duration of the proposed work as specified in the User Access Contract.

If a Project includes TA to multiple Access Providers, each of these requires a separate Contract.

The User Access Contract template includes six Annexes which are presented in the Guidelines for Applicants and Users.

1.4. Access Modes⁷

There are two modes of access: Physical Access and Remote Access, explained in the Guidelines for Applicants and Users. A Project can include a Physical and a Remote Access part; the latter would include days the User is not actually present, but work is carried out for the project and equipment is used. Nonetheless, the total number of Physical and Remote Access days summed per user per project covered by ASSEMBLE Plus cannot exceed 30. The Access Provider can charge costs of Remote Access the same way as for Physical access. The difference is that there are no costs associated to the lodging and sustenance of the User.

2. User obligations following the TA

Once the Transnational Access has been completed, the Project Leader is required to sign a Confirmation of Access document, deliver a Transnational Access Activity Report, and fill out a User Group questionnaire on Transnational Access. These documents are mandatory for reimbursement of expenses of the User(s) for costs incurred during the TA visit.

⁷ <https://ec.europa.eu/research/participants/portal/desktop/en/support/faqs/faq-617.html> and article 16.2 in MGA http://ec.europa.eu/research/participants/data/ref/h2020/mga/gga/h2020-mga-gga-multi_en.pdf



3.1. Confirmation of Access

The Local Liaison Officer or Person in Charge will prepare a “Confirmation of Access” form in which the provided access units are specified. It will be sent to the Project Leader to verify and to sign the document. This document must be countersigned by the Liaison Officer or Person in Charge and be submitted as a pdf to access@embrc.eu

3.2. TA Activity Report

Within 4 weeks of the end of the visit, the User or Project Leader must submit a short report describing the objectives, methods, preliminary results, and data management activities of the TA visit in a template downloadable at the following link: <http://www.assembleplus.eu/>. The report must be submitted as a Word file to access@embrc.eu and cc'd to the Local or National Liaison Officer of the Access Provider.

3.3. User Group questionnaire on TA

The User or Project Leader should complete the User Group questionnaire at the following link: <https://ec.europa.eu/eusurvey/runner/RIsurveyUSERS>

The User or Project Leader should send a copy to access@embrc.eu with the subject "ASSEMBLE PLUS TA: User group questionnaire <User-Project number>". The Access Officer sends the National or Local Liaison Officer a confirmation of receipt of this document.

3.4. Post-project data management

Depending on the details that are outlined in the User’s Data Management Plans – and allowing for reasonable changes in the interim – they should inform ASSEMBLE Plus of what of their DMPs have been enacted. Particularly important is where the data have been/will be placed for long-term storage. They should inform ASSEMBLE Plus of the access status (Open/Restricted/Closed) of the data, and any reasons for not providing Open Access. Publications arising from the TA projects must be stored in the EMBRC Open Access archive. This reporting forms part of the information included in the TA Activity Report.

3.5. Reimbursement of costs

3.5.1. Reimbursement of costs incurred by the Access Provider

As soon as the Access Officer has received the signed “Confirmation of Visit” document, the Access Officer gives the Access Provider the authorization to transfer the costs incurred for Access Provision (calculated based upon the Access Provider’s Cost Calculation Tables) from the Access Provider’s ASSEMBLE Plus TA budget into the Access Provider’s own Institutional budget.



Reimbursable are the costs of a maximum of two persons per Project of access to labs, research services, and standard disposables, for a maximum of 30 consecutive days per User per Project. This includes weekends, no matter if the facilities are not available, and religious/national holidays.

Transport costs of biological material from the Access Provider to the User's Home institution can be reimbursed if agreed upon – and to a maximum as agreed upon- in the User Access Contract.

Access Providers that charge Actual Cost rather than Unit Costs can have access to part of the budget before execution of the Project (but after the User Access Contract is signed) to allow timely procurement of the consumables needed to provide the services requested in the Project. If the User, for whatever reason, fails to carry out the Project (either by means of Physical or Remote Access), then the Access Provider can charge these expenses to the User.

3.5.2. Reimbursement of costs incurred by the User(s)

The User, after the end of the visit and after signing the "Confirmation of visit" form, is required to submit a reimbursement claim to the Local or National Liaison Officer at the Access Provider and provide all requested documents (invoices, receipts, tickets, etc., originals if required by national law))

Upon receipt of the:

- Reimbursement claim and accompanying documents from the User,
- TA Activity Report from the User or Project Leader,
- Confirmation of receipt of the User Group questionnaire on TA from the Access Officer.

the National or Local Liaison Officer at the Access Provider reimburses costs of the visit (travel, accommodation and sustenance) of the User(s), up to an amount specified in the User Access Contract, from the Access Provider's ASSEMBLE Plus budget for this purpose. Different reimbursement rules may apply for each Access Provider (e.g. per diem or reimbursement of actual cost of sustenance according to receipts provided).). In addition, for some Access Providers the accommodation and/or sustenance can be paid for or provided on arrival. Thus only the airfare would remain to be refunded.

The Access Provider is expected to process the claim and reimburse the User within 60 days after the claim submission, provided that all requested documents are provided and in order.

**FOR FURTHER QUERIES REGARDING THE ACCESS, PLEASE CONTACT THE
ASSEMBLE PLUS ACCESS OFFICER AT ACCESS@EMBRC.EU**



7.4. Appendix 4: Guidelines for the User Selection Panel



Acronym: ASSEMBLE Plus

Title: Association of European Marine Biological Laboratories Expanded

Grant Agreement: 730984

Guidelines for the User Selection Panel

www.assembleplus.eu/access/TA

ASSEMBLE PLUS Team
access@embrc.eu



Introducing the ASSEMBLE Plus TA

Marine biological stations have a history of providing visiting scientists and students with access to marine biodiversity and to their research facilities. With time, these stations often became more focused on the needs of resident staff. This allowed for long-term research planning, but left less room for a much more diverse, external user community from research disciplines other than the marine sciences and from industry.

To foster wider use of their facilities, eight marine stations in France, Italy, Portugal, Sweden, the UK, Israel, and Chile engaged in an EU funded project ASSEMBLE (2009 - 2013; Grant Agreement 227799) providing external users with all-expenses-paid Transnational Access to their laboratories, research services and hosting amenities. The project had, and continues to have, a remarkable scientific impact given a stream of publications acknowledging its funding and the multitude of collaborations resulting from ASSEMBLE visits. The success has motivated several ASSEMBLE partners, together with stations in additional European member states, to organise themselves into a European Research Infrastructure Consortium called European Marine Biological Resource Centre (EMBRC-ERIC). The core mission of EMBRC is to foster and facilitate research access to its partner marine stations.

The current ASSEMBLE Plus Consortium builds on the best practices and experience gained in the previous ASSEMBLE project, but there are also important differences. The partnership is more extensive, providing access to a wider range of marine ecosystems and a more comprehensive set of research services. ASSEMBLE Plus aims at widening the Transnational Access user community, for example by attracting projects from non-marine sciences and from the private sector. It also aims to improve service provision by developing novel key enabling technologies and data solutions and strengthening complementarity and interoperability within the consortium.

Experience gained in the Transnational Access program of ASSEMBLE Plus will be incorporated into the partners' operation as well as into EMBRC-ERIC, thus increasing the quality of the services. ASSEMBLE Plus aims to pave the way for non-EMBRC partners to join EMBRC-ERIC, thus expanding both its scope and geographical distribution, thereby consolidating its long-term sustainability.



TA procedures in a nutshell

The ASSEMBLE Plus Consortium organises half-yearly calls for Research Proposals requesting TA to its Access Providers (partner marine stations). The calls are published on the ASSEMBLE Plus website (<http://www.assembleplus.eu/>) and announced widely. Applicants are invited to submit short proposals in which they explain research objectives and reasons why a particular Access Provider is selected. The access must be transnational, i.e., the home institution of the project leader must be situated in a country different from that of the selected Access Provider. Following submission deadlines, received proposals will be screened by the Access Officer for eligibility, by the Access Providers for feasibility, and by a User Selection Panel for scientific quality. If selected, a User Access Contract is drawn up between the Access Provider and the Applicant. When this document is signed, the Applicant, now referred to as User, can visit the chosen Access Provider for a period typically lasting from two weeks to a month (max. 30 days). ASSEMBLE Plus covers (within limits) costs of service use at the Access Provider and of travel, lodging and sustenance.

Access Modes

There are three different modes of access:

- **Physical access:** the User visits the Access Provider's premises to carry out research there. The Access Provider provides Scientific, Technical and Logistical Support. This mode of Access requires evaluation of a submitted Proposal by the User Selection Panel.
- **Remote Access:** the User does not visit the Access Provider's premises. The User may request the Access Provider to perform a research workflow according to agreed-upon Standard Operational Procedures (e.g., sample collection and processing, analytical procedures). The Access Provider provides Scientific and Technical Support. This mode of Access requires evaluation likewise. The User may request transfer of biological material (samples, organisms, strains) from the Access Provider to the User's Home Institute. This mode of Access does not require evaluation by the USP, just a simple OK from the Project Coordinator.
- **Virtual Access:** the User requests access to data resources from ASSEMBLE Plus partners and/or access to a virtual processing platform for data analysis. In this form of access, the User is anonymous and can be from anywhere. This form of Access requires no Proposal submission, and therefore no selection from the USP.

Project Proposal workflow

The overarching aim of the workflow of TA provision is to maximise acceptance of good Project Proposals. The workflow includes the following steps. For each Call:



- i. The Applicants submit TA Proposals on-line. Applicants are encouraged to contact Local Liaison Officers of the Access Providers of their choice before submission to check Proposal feasibility before submitting their Proposals;
- ii. The Access Officer checks the submitted TA Proposals for eligibility;
- iii. The Access system sends eligible Proposals to the relevant National or Local Liaison Officers at the Access Providers chosen by the Applicants;
- iv. The National/Local Liaison Officers check the technical and financial feasibility of the Proposals. They can contact the Applicants for technical clarifications but cannot edit the submitted Proposal. The National/Local Liaison Officers provide comments on-line in a box located below each access request. Such comments are for the benefit of the User Selection Panel and the Access Officer. The comments may include remarks on viability, use of resources, ethics issues, etc. cc
- v. The User Selection Panel (USP) performs a scientific review of the Proposals and ranks them according to a set of predetermined criteria. Details are described below;
- vi. The Access Officer informs the National/Local Liaison Officers which of the submitted Proposals have passed the USP review successfully;
- vii. The National/Local Liaison Officers assess which of the Proposals to their facilities can be accepted, given USP's ranking, and within their TA budget constraints for the call. When done they report to the Access Officer which of the Proposals can be accepted and which ones cannot because of funding constraints;
- viii. The Access Officer checks if Proposal acceptance has been carried out following USP ranking and, if correct, sends:
 - a. for accepted proposals, a letter of provisional acceptance to the Applicant and National/Local Liaison Officers. The Applicant is requested to contact the National/Local Liaison Officer to negotiate the contract and conditions.
 - b. for proposals that passed the USP but for which insufficient funds are available, a letter to the Applicant, informing him/her of that fact and encouraging him/her to reapply in the next call;
 - c. for proposals that did not pass the USP, a rejection letter to the applicant.
- ix. An email is sent to the successful Applicants, informing them of the need to provide a data management plan for their project using a template that is provided. Their filled-in template should be provided later when they complete their User Access Contract.
- x. For accepted proposals the Local Liaison Officer and the Applicant, and their legal representatives negotiate a User Access Contract. Their respective legal representatives may be required to check this Contract. If agreed, all parties sign the contract. The Applicants are then defined as Users and the Proposal is accepted as a Project;



- xi. The TA project is carried out at the Access Provider;
- xii. When the TA visit is concluded:
 - a. The Access Provider provides a Confirmation of visit to be signed by the User and sent to the Access Officer;
 - b. The User fills out <https://ec.europa.eu/eusurvey/runner/RIsurveyUSERS> a “User group questionnaire on TA” and sends a pdf copy to the Access Officer;
 - c. The User submits a “TA activity report” to the Access Provider and Access Officer as well as receipts, tickets, etc. to be considered for reimbursement, according to procedures described in the User Access Contract;
- xiii. Upon receipt of these documents, the Access Officer notifies the Local/National Liaison Officer that the Access Provider is to reimburse the User for incurred costs of travel, lodging and sustenance to a maximum amount as agreed upon in the User Access Contract.

Scientific procedures on certain organisms (e.g., vertebrates, cephalopods, genetically modified organisms) may require permits from regulatory bodies and the time between requesting and obtaining these permits will often be incompatible with the timing of the proposal review process (see Table 1 in the Guidelines for Access Providers). In such cases the review process can be completed and if selected the Transnational Access may take place outside the time-window of the call once the permit is granted. The Applicant must signal permit issues in the Proposal.

Scientific Review Procedure

The **User Selection Panel (USP)** is composed of six members of the Project Implementation Committee (PIC) and six members of the Advisory Board (AB).

Proposals that have passed the technical feasibility check are distributed by the Access Officer to members of a User Selection Panel (USP) composed of the Coordinator, six Project Implementation Committee (PIC) members (in turn) and six members of the Advisory Board. Each Proposal is evaluated by one external and one internal USP member. A list of USP members will be published at <http://www.assembleplus.eu/>.

Evaluation proceeds as follows. USP members **triage the proposals** distributed to them into three categories: 1 “Definitely Yes,” 2 “If Possible,” and 3 “No.” Then they **score the proposals in the second category** according to the following criteria:

1. Scientific excellence and novelty of the proposal

Proposals should have scientific quality, a clearly defined background, and be innovative. The significance of the Project in the context of international research and standards in the field as well as the relevance of the project to the scientist’s overall scientific work should be considered. Scores could be:



- 4. Excellent
- 3. Good
- 2. Sufficient
- **0. Not competitive**

2. Scientific feasibility/probability of delivery

Proposals should have realistic scientific goals that can be achieved in the context of the ASSEMBLE Plus Project. Scores could be:

- 2. Good probability of delivery
- 1. Doubtful
- **0. Not clear / Low probability of delivery**

3. Need

Proposals should explain why Transnational Access to the selected **Access Provider** is needed. Scores could be:

- 2. Explained convincingly
- 1. Explained, but could be achieved within the Users own country
- **0. Not clear why access to marine station is needed**

4. Priority to external Applicants:

- 0.5. New, no former collaboration with in-house staff with which user requests collaboration, no shared publications over last 5 years.
- 0.5. From non-marine disciplines
- 0.5. From countries where state-of-the-art marine research infrastructure is unavailable
- 0.5. External, not part of the ASSEMBLE PLUS consortium

5. If applicable; compliance with the themes to be tested in the TA Call:

- 0. Yes,
- **0. No**

Maximum grades for all of the selection criteria sum up to 10. To fine-tune evaluation, decimals can be given (e.g., 3.4, 1.7). Values serve as guidelines for evaluation but are not binding. A **Project Proposal** obtaining any **red** score should be rejected.

Each pair of evaluators is required to agree on a proposal's triage. If agreement is reached and the proposal is categorised 2 then they need to agree on a final score per proposal. If they arrive at a similar score, the average of their scores is the final score. If their scores deviate by more than two points, another external member provides a score, which is averaged with the nearest score given by the primary evaluators. If agreement is not reached on a proposal's triage, a third external panel member adjudicates on the final triage, and in case the proposal is judged category 2, provides the score.

The Access Officer informs the National/Local Liaison Officers which of the submitted Proposals have passed the USP review and what scores they obtained.

The National/Local Liaison Officers informs the Access Officer how much of their TA budget they plan to dedicate to Proposals in the call at hand.



The National/Local Liaison Officers assess which of the Proposals to their facilities can be accepted, following the USPs evaluation results, and given the TA budget dedicated to the call. The Local Liaison Officer first needs to accept all category 1 proposals, and if funds are still available, accepts category 2 proposals following the ranking order of the USP.

When done the Local/National Liaison Officer reports to the Access Officer which of the Proposals can be accepted and which ones cannot because of lack of funds. The Access Officer checks if Proposal acceptance has been carried out in accordance with USP evaluation.

For proposals that pass the USP review and the final acceptance by the Access Provider, the Access Officer notifies - by means of a letter of provisional acceptance - the Applicants and Access Providers that they can commence negotiation of a User Access Contract. The User names, affiliations, and titles of these Projects will be announced at <http://www.assembleplus.eu/> For proposals that pass the USP but for which insufficient funds are available, the Access Officer sends a letter to the Applicant informing him/her and encouraging him/her to reapply in the next call. For proposals that did not pass the USP, the Access Officer sends a rejection letter to the applicant.

Scientific procedures on certain organisms (e.g., vertebrates, cephalopods, genetically modified organisms) may require permits from regulatory bodies and the time between requesting and obtaining these permits will often be incompatible with the timing of the proposal review process (see Table 1 in the Guidelines for Access Providers). In such cases the review process can be completed and if selected the Transnational Access may take place outside the time-window of the call once the permit is granted. The Applicant must signal permit issues in the Proposal.

Transparency

The composition of the User Selection Panel, as well as the procedure and criteria for scientific evaluation will be published on the ASSEMBLE Plus website, as will a list of all funded Proposals.

Confidentiality

Reviewers are bound to respect the confidentiality of information provided in the ASSEMBLE Plus Transnational Access Project Proposals. Reviewers must not disclose or otherwise exploit this confidential information for any purpose.

User Selection Panel feedback

A short questionnaire or request for email feedback will be sent by the Access Officer to the User Selection Panel to improve the efficiency of the overall proposal evaluation process in subsequent calls.



7.5. Appendix 5: Letter of provisional acceptance



Paris, DD/MM/201Y

[Name(s) and Address(es) of all User(s)]

Subject: your application to the ASSEMBLE PLUS Xst TA call
Letter of provisional acceptance

Dear Applicant,

In the context of the ASSEMBLE PLUS Project (European Union's Horizon 2020 research and innovation program, grant agreement No 730984) I am glad to inform you that your proposal [**Project title**] has been reviewed and provisionally accepted by our User Selection Panel for the Xst Call of the ASSEMBLE PLUS Transnational Access (TA) program.

To complete the acceptance process, your selected Access Provider: [**Name of Access Provider**] will be in direct contact with you to prepare a User Access Contract in which details of the visit will be specified and agreed upon.

You are also required to provide a data management plan for your project. An explanation of why and what can be found in the documentation provided on <http://www.assembleplus.eu/access/site-and-remote-access>). A Word file is provided that is the template data management plan, that you should fill in and then provide together with your signed User Access Contract. Any questions can be send to data@embrc.eu.

Proposal code:

Applicant(s):

Date of submission:

Date of acceptance:

TA visit location of Access Provider:

Yours,

Florence Guillot, Ph.D. Access officer ASSEMBLE PLUS
Innovation & Access Management Officer for Assemble +
European Marine Biological Resource Centre
4 Place Jussieu – B.C. 93
75252 Paris Cedex 05
florence.guillot@embrc.eu
Phone: +33.1.44277266



7.6. Appendix 6: User Access Contract Template



User Access Contract

Contract number:

Between

[Institution 1] representing [Access Provider 1]

and

[Institution/SME representing/employing the User(s)]



1. Parties to the Contract

This Contract is made

BETWEEN

[Institution], whose registered office is at [Address of Institution] , represented by [Full Name of the Legal Representative of Institution], duly authorised for the purposes hereof

hereinafter referred to as “[Acronym of Institution]” or the “Institution”

[Institution] acting in the name and on behalf of the [Access Provider], [Address of Access Provider]

hereinafter the “**Access Provider**”

AND

[Institution of the User(s)], [Address of the Institution of the User(s)], represented by [Full Name of the Legal Representative of the Institution of the User(s)] who is duly authorised to sign this Contract

hereafter referred to as the “**Employer**”

hereinafter the “Employer” acting for [title and name of the User 1] and [title and name of the User 2],
hereinafter “User 1” and “User 2” jointly referred to as the “**User(s)**”.

The work contracted will be carried out at the **Access Provider**.

[Institution], and [Employer] are hereafter jointly referred to as the “**Party**” or the “**Parties**”.



2. Preamble

The “**Association of European Marine Biological Laboratories Expanded,**” (ASSEMBLE Plus) is a project funded from the European Union’s Horizon 2020 research and innovation programme. ASSEMBLE Plus is carrying out a Transnational Access program with the objectives to:

- Enhance access to a coordinated set of state-of-the-art European infrastructures for marine biology and ecology;
- Improve service provision by these infrastructures in line with their areas of excellence in marine biology and ecology, with emphasis on developing novel key enabling technologies and data solutions;
- Strengthen complementarity and interoperability within the consortium and with related infrastructures;
- Lay the logistical and strategic foundations to expand the coverage of the European Marine Biological Resource Centre (EMBRC) in both its scope and its geographical distribution and to consolidate its long-term sustainability.

ASSEMBLE Plus is coordinated by Sorbonne Université, 21, rue de l’Ecole de Médecine 75006 Paris Cedex 05 France, represented by Jean CHAMBAZ, President.

[Title and name of the User 1] and [title and name of the User 2] are interested in conducting research activity in the framework of the Transnational Access program of the ASSEMBLE Plus project, to be carried out at the Access Provider selected in the Project proposal.

And in view of the foregoing, the Parties hereby agree to the following

3. Definitions

Words beginning with a capital letter shall have the meaning defined herein, including its Annexes.

Additional definitions

- **Access Officer:** The responsible person for the Transnational Access programme in ASSEMBLE Plus
- **Access Provider:** The ASSEMBLE Plus partner (*e.g., EMBRC-Italy, EMBRC-Portugal, AWI*) providing access to their research services and technologies
- **Access Provider’s Installation:** the premises and the platforms of the Access Provider where the Project is performed;
- **Applicant:** author of the Project proposal.
- **Confidential Information:** any information, in whatever form or mode of transmission, which is disclosed by a Party (the “**Disclosing Party**”) to the other Party (the “**Recipient**”) under and for the undertaking of this Contract and during the TA Visit (relevant only in case of collaboration). A Non-Disclosure Agreement shall be signed prior to any disclosure of Confidential Information by the Parties sharing such Information;
- **Contract:** this document and its annexes.
- **Data Management Plan:** an explanation of how the collected research data are to be managed, describing the steps taken to make the data FAIR.
- **Equipment:** User may request the opportunity to use the specialised equipment owned by the Access Provider, which is (i) identified in Annex 2 and/or (ii) located in Access Provider’s Installation. Such requests shall be directed to the Access Provider representative who is designated to receive notices under this Contract on behalf of the Access Provider.
- **FAIR:** data and publications that are Findable, Accessible, Interoperable, and Re-useable. See this link for more information on FAIR and Open Access:



http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/hi/oa_pilot/h2020-hi-oa-data-mgt_en.pdf

- **Intellectual Property Rights:** shall mean, but is not limited to, all copyrights, patents, trademarks, (whether registered or not and all applications for any of them), trade secrets, know-how or other intellectual property rights.
- **Local Liaison Officer:** the person authorised by the Access Provider, and accepted by ASSEMBLE Plus to be responsible for the communication between the User(s) and the Access Provider, and for the coordination of the ASSEMBLE Plus Transnational Access to the Access Provider's installations;
- **Material:** shall mean Original Material, Unmodified Derivatives, Modifications, Other Derivatives, and their Progeny.
- **Modifications:** shall mean substances created by the Recipient, which contain/incorporate the Material.
- **Other Derivatives:** shall mean any and all material and/or substances, other than Unmodified Derivatives, Modifications, or their Progeny, that are made, developed and/or otherwise created by Recipient through the use of the Original Material, Unmodified Derivatives, Modifications, or their Progeny.
- **Open Access:** data or publications are provided, free of charge, to anyone to find, download, and use. ASSEMBLE Plus supports providing Open Access data and publications. Op-outs are possible, some examples being to protect Intellectual Property Rights, because the material concerns sensitive or personal information, because it would jeopardise the project's goals.
- **Person in Charge:** the person at the Access Provider premises responsible for the access to the Access Provider's Installation by the User
- **Progeny:** shall mean unmodified descendant, including but not limited to virus from virus, cell from cell, vector from vector, or organism from organism.
- **Project:** the scientific project, described in Annex 1, to be carried out by the User Group at the Access Provider's Installation.
- **Project Leader:** the person responsible for the Project and the main user of the Access Provider's Installation.
- **Project Proposal:** the application for the Project prepared by the Project Leader and sent through the ASSEMBLE Plus application system.
- **Remote Access:** a type of access for which no visit is needed, e.g. sample analysis.
- **Results:** any information, data and/or know-how, whether patentable or not, patented or not, as well as Intellectual Property Rights pertaining thereto, generated by the Parties and arising from the performance of the Project under this Contract;
- **Transnational Access (TA):** provision of access (at an Access Provider) to a User or User Group whose home institution is located in a country other than the country where the Access Provider is located. The nationality of the User does not matter.
- **Transnational Access Visit (TA visit):** the specific period of time at the Access Provider's Installations defined in Annex 1 to achieve the scientific objectives of the Project.
- **Unmodified Derivatives:** shall mean substances created by the Recipient, which constitute an unmodified functional sub-unit or product expressed by the Original Material. Some examples include sub-clones of unmodified cell lines, purified or fractionated subsets of the Original Material.
- **User:** a member within a User Group, including the Project Leader, participating in the TA
- **User Group:** a research team of one or more Users given access to the Access Provider under the Project. A User Group is led by the Project Leader.



4. Purpose of the Contract

For the TA visit, the Access Provider will host the User(s).

The User(s) will benefit, during the TA Visit, from appropriate scientific, technical and IT resources that can be provided by the Access Provider that are strictly needed for carrying out the Project under this Contract. Apart from general standard lab material or equipment, non-standard Material and/or Equipment provided by the Access Provider in the frame of this Contract are strictly those described in Annex 2.

Therefore, the present Contract defines the terms and conditions of the TA visit.

5. Host modalities

The above-mentioned resources shall not be used by the User(s) for any other purpose than that detailed in Annex 1.

Where possible, the User(s) can request the support of the Access Provider's staff, which will operate under the confidentiality rules stated in Article 9.

The User(s) commits to comply with the Access Provider's working conditions and rules of procedure, especially with regard to health and safety regulations, confidentiality provisions, as well as to internet regulations.

The User(s) will remain subject to the statutory provisions of the Employer with whom the User(s) retains subordination.

The User(s) will access the Access Provider's Installation during normal working days and working hours, except if otherwise agreed upon with the Local Liaison Officer.

6. Liability towards each other

The Employer remains responsible for the User(s) regarding coverage for accidents and occupational illnesses and continues to exercise all of the administrative and management prerogatives as an employer and to comply with all of the related social and fiscal obligations.

The Employer is responsible for any damage caused by negligence of the User(s) to the Material, Equipment, platforms and employees of the Access Provider.

The Access Provider shall provide the User(s) with information and assistance in terms of health and safety at work, according to local practices and rules, and current valid legislation on health and safety in the workplace. However, the User(s) should already possess experience and knowledge of general lab safety.

Legal issues related to travel documents, visas or residence permits necessary for the visit of the User(s) shall be managed by the User(s) or, if relevant, by the Employer, prior to arrival at the Access Provider's installation and prior to the start date of the TA Visit.

The User(s) waives its rights of recourse against the Access Provider and shall indemnify and hold the Access Provider harmless from and against any consequential loss, as defined by applicable law of this Contract, regardless of the cause, even if the Access Provider and/or its personnel cause losses or damages.

No Party shall be considered to be in breach of this Contract if such a breach is caused by force majeure. Force majeure shall mean any unforeseeable, external and exceptional event affecting the fulfilment of any obligation under this Contract by the Parties, which is beyond their control.



7. Insurance

The User(s) is required to have obtained, prior to the start date of the TA Visit, full health insurance, including also accidents and occupational illnesses, covering the TA Visit, including the days of arrival and return from the Access Provider's installation. Such costs are borne solely by the Employer. In case SCUBA diving of the User is foreseen in the Access Provision, the User's health insurance documentation must specifically cover this activity.

The Access Provider will endeavour, in case of accident or occupational illness of the User(s), to inform the Employer as quickly as possible to enable the latter to comply with his responsibilities towards the User(s). The person to contact at the Employer is : name, title, full mailing address, fax number, e-mail, office phone.

8. Reimbursement of costs

Travel costs

The User(s) is/are responsible for reserving and purchasing economy class travel tickets and obtaining an original or valid internet receipt and boarding passes in case of flights. These receipts must be passed on to the Local Liaison Officer. The User(s) is/are responsible for obtaining travel advice and guidance from the Local Liaison Officer before travel tickets are purchased.

The travel costs up to a maximum sum of €XXX/person per round trip (for a maximum of two people) will be repaid by the Access Provider to the name(s) that appear(s) on the invoice. Subsistence costs might be provided in advance or only after submission of original receipts to the Local Liaison Officer (depending on national laws). If based on original receipts, a refund will be prepared by the Access Provider's finance office for a bank-to-bank transfer. but only after submission by the User(s) of a "TA Activity Report" (see Article 14 – Reporting) outlining the work carried out, and completion of an on-line EC questionnaire (see Article 14 - Reporting).

For flight tickets, official receipts certifying the purchase of tickets from a travel agency, airline company, or e-ticket provider as well as boarding passes are needed and any other travel-related receipts (e.g. bus and train tickets, taxi invoices) in the original or internet receipts (not copies). The receipts should include the name of the User(s), travel destination, and total price paid. This might not be possible for taxi/train/bus travel to/from airports or intercity train stations.

Additional travel costs generated due to a change of travel dates will not be refunded, even if this additional sum does not exceed the €XXX maximum.

Accommodation and daily subsistence costs

ASSEMBLE Plus will make a contribution towards the User(s) accommodation costs and meals with an upper limit of €XXX/day/person, for a maximum of 30 consecutive days.

9. Material

The User(s) agree(s) that the Material is to be used according to the rules and regulations stipulated in Annex 2.

The User(s) and/or Employer are responsible for having the necessary permits (see Annex 2) for the fulfilment of the Project.



The User(s) and/or Employer are responsible for complying with international and EU regulations about the use of genetic resources, notably the rules governing the Nagoya Protocol⁸ implementation.

In the case of transfer of Material and/or Equipment by the Access Provider for the benefit of the User(s), which is needed for the implementation of this Contract, the transfer will be granted under an Outgoing Material Transfer Agreement. A template, to be adapted to the circumstances, is attached in Annex 3.

In the case of transfer of Material and/or Equipment by the User(s) for the implementation of this Contract at the Access Provider, the transfer will be granted under an Incoming Material Transfer Agreement. A template, to be adapted to the circumstances, is attached in Annex 3.

10. Archiving of and access to research data and metadata

As ASSEMBLE Plus participates in the EC's Open Research Data Pilot, it is expected that all data produced with ASSEMBLE Plus funds will be (i) archived in a openly-accessible repository, (ii) granted full Open Access rights, unless a valid opt-out reason is given, (iii) has been described with suitable metadata which have also been stored in a repository. The data must be placed in the MDA (Marine Data Archive: <http://mda.vliz.be/>) for storage but can also be placed elsewhere. The metadata must be placed in IMIS (Integrated Marine Information System: <http://www.vliz.be/en/imis>). Valid opt-out reasons to deny open access or to limit access include, but are not restricted to: IPR (see below), that doing so would jeopardise the project's goals, that the data contain species- or region- sensitive information or personal information.

11. Intellectual property rights

a) Prior Knowledge

All of the knowledge, including any data, information and/or know-how, whether its nature, media and form, patentable or not, patented or not, owned or controlled by or otherwise in the possession of the Access Provider prior to the entry into force of this Contract, as well as copyrights or other Intellectual Property Rights pertaining to, and which is made available by the Access Provider to the User(s) under the Contract, (hereinafter referred to as "**Prior Knowledge**") shall remain the exclusive property of the [insert name of the Institution].

For the avoidance of doubt, no provision in this Contract shall establish an assignment by the [insert name of the institution] of any right over the Prior Knowledge provided for the benefit of the Employer.

b) Results

The Results that are generated by a Party without contribution of the other Party, under and for the performance of this Contract, shall be solely owned by such Party.

When the Parties have jointly carried out the work generating Results under and for the performance of this Contract, they shall jointly own such Results (hereinafter referred to as "Joint Results").

⁸The *Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity* is an international agreement which aims at sharing the benefits arising from the utilization of genetic resources in a fair and equitable way. A user (researcher, firm, etc.) that seeks access to a genetic resource or traditional knowledge associated to the resource needs to receive express acceptance or permission from the country providing genetic resources. Please visit the website <https://absch.cbd.int> and engage with the relevant [National Focal Point](#).



The Joint Results shall be jointly owned by both Parties and shared *pro rata* to their respective intellectual, material, human and financial contributions.

In the case of any proposed exploitation of the Joint Results, a separate agreement will be further negotiated to set up the modalities for protection, use and exploitation of these Joint Results.

12. Confidentiality of information

The Parties agree that all Confidential Information disclosed by a Party (the “Disclosing Party”) to the other Party (the “Recipient”) under and for the undertaking of this Contract shall be maintained in confidence.

This confidentiality undertaking shall apply retroactively to the period during contractual negotiations or scientific discussions between the Parties and notably between the researchers.

- a) The Recipient hereby undertakes, until no longer needed after the end of this Contract:
 - not to use Confidential Information otherwise than for the purpose of the performance of the Project under the Contract as defined in the Article 2 (Purpose of the Contract) and the Annex 1;
 - not to disclose Confidential Information to any Third Party unless (i) having received the prior written consent of the Disclosing Party and (ii) said Third Party enters into an appropriate agreement with Recipient;
 - to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis according to the Article 2 (Purpose of the Contract) and Annex 1;
 - on written demand, to return to the Disclosing Party all Confidential Information, which has been supplied to or acquired by the Recipient including all copies thereof and to delete all information stored in a machine-readable form. If needed for the recording of on-going obligations or due to statutory requirement, the Recipient may however request to keep a copy for archival purposes only;
 - both Parties further undertake to ensure that their staffs, as referred to hereinabove, comply with the provisions of article of the Contract regarding Confidential Information and who are bound to the Recipient by obligations of non-use and secrecy no less stringent than those contained in this Contract.

- b) The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
 - the Confidential Information becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
 - the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
 - the Confidential Information is subsequently received from a third party who has the lawful right to disclose such information and without notice of restriction on further disclosure;
 - it was developed completely independently, and in good faith, by staff who did not have access to the Confidential Information;
 - it was already in the Recipient’s possession prior to the execution of the Contract, without any secrecy obligation or restriction of use.

- c) The Recipient 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.



- d) 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.
- e) 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.

Information given by a Party to the other Party in connection with the present Contract is provided as is, without warranty of any kind. Consequently, the Party who receives the provided information will be solely liable for the subsequent use of this information and shall bear all the related risks and costs.

13. Publication

All publications resulting from ASSEMBLE Plus funds must be provided in an Open Access (publication) archive. This is part of the requirement of participating in the Open Research Data Pilot of the EC.

Parties undertake to ensure that all personnel participating in the Project are aware of and abide by the obligations of confidentiality set forth in this clause.

For the avoidance of doubt, Prior Knowledge and Results constitute Confidential Information. Consequently, a Party shall not publish the Prior Knowledge or Results of another Party, including Joint Results, even if the Prior Knowledge or Results are amalgamated with the other Party's Results, without the other Party's prior written approval.

In the event that either Party wishes to publish or communicate Confidential Information under this Contract, it shall obtain the prior written agreement of the other Party who can require specific obligations to be respected by the Recipient prior to the communication/publication of the Confidential Information.

The other Party shall respond through a reliable means of communication within a maximum of thirty days, granting its permission, expressing its reservations, or refusing permission to disclose the information. If a response is not received within that term, it will be considered as constructive permission authorizing the disclosure.

To the extent permitted in the assignment of the rights, the User(s) may publish or otherwise disclose all or part of the partial or final Results, provided that this does not prejudice their possible subsequent protection as intellectual property.

In order to comply with this obligation, the Disclosing Party is entitled:

- to delete or modify certain specifications whose divulgation would affect optimum industrial and commercial exploitation of the Confidential Information. Such deletions or modifications shall not affect the scientific value of the publication;

OR

- to delay the publication or communication with a maximum period of eighteen months from the date of the request, if the information contained in the publication or in the communication is to be protected by a patent application.



Notwithstanding the foregoing, the use of ASSEMBLE Plus and/or the Access Provider's name and logo for advertising purposes shall require the prior express written consent of the competent ASSEMBLE Plus and/or Access Provider authorities.

The Parties undertake to make suitable reference in any publications to the support provided by ASSEMBLE Plus Project and the Parties.

Express mention shall always be made of the authors of the work, both in publications and in patents. In the latter, they shall be listed as the inventors.

This clause shall survive the termination of this Contract.

14. Due diligence

Both Parties shall exercise due caution and reasonable diligence to preclude conflicts that may affect the application of this Contract.

Each Party is aware of the laws and regulations relating to its activity within the framework of the performance of the Project. In the field of health, safety and environment, in particular, each Party acknowledges that it is aware of the applicable rules, the observance of which is an essential part of its obligations.

15. Amendment of the Contract

No changes, alterations or modifications to this Contract will be effective unless by mutual agreement in writing and signatures by the authorised representative of the Parties.

16. Seminar

During the TA Visit, the User(s) agree(s) to give a presentation about the Project to an audience of staff and students at the Access Provider's installation in order to stimulate discussions and interactions during the TA visit.

17. Reporting

The Local Liaison Officer or Person in Charge will prepare a "Confirmation of Access" form in which the provided access units are specified. It will be sent to the Project Leader within 2 weeks after the visit to verify and to sign the document. This document will be countersigned by the Liaison Officer or Person in Charge and be submitted as a pdf to access@embrc.eu

- A template can be downloaded at <http://www.assembleplus.eu/access/TA/access-procedures>, in the "User (Group) obligations" section.

No longer than 4 weeks after the end of the Project, the User must submit a Transnational Access Activity Report describing the objectives, method, and preliminary results of the Project. The actions that have been taken to fulfil the points of the Data Management Plan should also be described, with special attention to the actions relating to the storage of the data and metadata in a community database. The purpose of the report is to highlight the scientific output of the access received. A template can be downloaded from the website <http://www.assembleplus.eu/access/TA/access-procedures>, in the "User(s) obligations section". This document must be returned by the Project Leader as a Word file by email to the Access Officer (access@embrc.eu).

Outcomes (publications, presentations, patents, etc.) resulting from work carried out under the ASSEMBLE Plus TA activity must acknowledge the ASSEMBLE Plus project as follows: **"The research leading to these results received funding [or partial funding] from the European Union's Horizon 2020 research and innovation programme under grant agreement No 730984, ASSEMBLE Plus**



project". The Access Officer of the ASSEMBLE Plus Project must be informed of such outcomes by e-mail at: access@embrc.eu.

18. Miscellaneous

This Contract consists of this core text and the Annexes, which are part of the Contract.

This Contract supersedes all previous statements made by either Party and all previous agreements, understandings and arrangements between the Parties in respect of the Project.

In the event any portion of this Contract is deemed to be invalid or unenforceable, such portion shall be deemed severed and the Parties agree that the remaining portions of this Contract shall remain in full force and effect.

Neither Party is authorised to represent the respective other Party or to execute or accept any declaration on behalf of the respective other Party.

Each Party hereto retains the right to conduct its own business, operations or activities as it sees fit. Nothing contained herein shall be interpreted or construed as precluding Parties from carrying out independent research directed in the same field than the Project.

19. Termination

Either of the Parties shall be duly entitled to terminate the Contract for the following reasons:

- **By mutual consent of the Parties**
The User(s) shall notify ASSEMBLE Plus in writing of that intention, to enable it to proceed to terminate the Contract.
- **Due to material breach of obligations**
In the event of any material default by either Party in performance of any of its obligations under the Contract, the non-defaulting Party may, when such default is capable of remedy, give the defaulting Party a written notice to rectify such default within the time specified therein, or by default, within one (1) month after receiving from the non-defaulting Party such written notice. If the defaulting Party fails to comply with the requirements of the said notice, or in the event that the defaulting Party's default be incapable of remedy, the non-defaulting Party shall be entitled to terminate the Contract by serving notice in writing on the defaulting Party to such effect, with no compensation and without prejudice to any rights under the Contract or otherwise.
- **In case of insolvency or bankruptcy**
If either Party becomes insolvent or if a petition in bankruptcy is filed against it, or a receiver, administrator, administrative receiver or liquidator is appointed (hereinafter the "Insolvent Party"), the other Party shall have the right to terminate the Contract immediately on notifying the Insolvent Party or receiver, administrator or liquidator or on notifying, anyone in whom the Contract may become vested, without prejudice to the existing rights and obligations of the Parties.
- **Due to force majeure**
If for any reason a Party is forced to terminate this Contract, a notice of termination shall be sent to the other Party through a reliable means of communication.

Termination shall not affect any accrued rights or duties, and the provisions of the Confidentiality and Intellectual property rights clauses of this Contract.



20. Language, Applicable law and Settlement of dispute

The document is in English.

Belgian law shall be the applicable law of this Contract and any court cases shall be heard in English. In the event that a difficulty arises concerning the validity, the interpretation or the execution of the Contract, the Parties shall try to settle their differences out of court. If both Parties agree, binding mediation may be sought.

In the event of persistent disagreement, the Contract shall be still governed by the laws of Belgium and the competent courts shall have sole jurisdiction.



21. Signatures

For the Access Provider Institution:

Name of the Legal Representative

Title

Signature

Date and place

Stamp of Institution

For the Access Provider:

Name

Title

Signature

Date and place

Stamp of Access Provider



For the Employer:

Name of the Legal Representative

Title

Signature

Date and place

Stamp of the Legal Representative



the User(s),

“I confirm that I intend to execute the Project applied for and agree to the terms and rules outlined in this Contract”.

Name of User 1

Name of User 2

Signature

Signature

Date and place

Date and place



22. List of Annexes to the User Access Contract

Annex 1 - Description of the Project

Annex 2 - Description of resources

Annex 3 - Material Transfer Agreement

Annex 4 - Background / Prior Knowledge included

Annex 5 - Standard Non-Disclosure Agreement

Annex 6 – Data Management Plan



Annex 1 – Description of the Project

Project title	
Project code	

Grant Agreement No

Access Provider			
TA Visit - duration	Start date⁹		End date¹
Person in charge¹⁰			
Person in charge email			

Scientific background, significance and objectives

Length ≤2000 characters

Scientific description of the Project

Length ≤2000 characters

Expected results (Owned by a Party and/or Joint Results)

Length ≤2000 characters

Comments / Need-to-know

⁹ The TA visits must be performed in a period between [Month] 1st and [Month] 31st 201Y

¹⁰ The person responsible of the execution of the Project at the Access Provider



Annex 2 – Description of resources

Technical description of the Project
Length ≤2000 characters

TA visit at Access Provider

<ul style="list-style-type: none"> • Laboratory and facilities <ul style="list-style-type: none"> ○ <i>(Specify here what equipment & instruments will be available in the user laboratory</i> ○ <i>Specify here to what equipment access is offered,</i> ○ <i>Specify here briefly the standard methods used, the activities to be performed, with a timeline for the planned use, computer use, etc.)</i> • Scientific services <p><i>(State here to which platform/facilities/services access is offered for the Project. Specify the days of access to each of these)</i></p> • Chemicals and consumables <p><i>(List the chemicals and consumables foreseen for the Project, including the approximate quantities, i.e. grams, kg, mL, litre, boxes, etc. as appropriate). Specify which of them are provided by the Access Provider and which have to be brought or ordered in time by the User). The User will need to prepare a list of items to be sent to the Access Provider, who will then reply directly to the User with what can be provided and quantities.</i></p> • Shipping <p><i>(describe here if shipping of material is required, indicating type and relative amount)</i></p>
--



Safety concerns

None, or specify;

Ethical concerns

None, or specify

Ethics compliance

None, or specify

Access offer

During the TA Visit, the User will have access to:

- Laboratories: bench fees at the Access Provider's installations will be covered by ASSEMBLE Plus for the TA Visit. This includes the use of laboratory and Equipment, basic/routine lab chemicals/consumables, computer room, etc.
- Non-basic/non-routine chemicals/consumables will be at the expense of the User/Employer. The User shall contact the Local Liaison Officer at the selected Access Provider to identify which chemicals/consumables will be needed. The User(s) must provide a detailed table of chemicals, consumables, and lab equipment requirements foreseen for the Project, including the approximate quantities (i.e. grams, kg, mL, litre, boxes, etc. as appropriate) to the Access Provider, in order to i) ensure that the Access Provider has the items in stock in time during the TA Visit and ii) allow the Access Provider to check if there are non-basic/non-routine items. If chemical/consumable requirements included in this table cannot be covered by ASSEMBLE Plus, or if the User(s) need(s) quantities that are above what ASSEMBLE Plus can provide, the Local Liaison Officer will contact the User(s).
- Special instruments: If requested by the User(s), special instruments will be made available in addition to standard ones available in the laboratory, upon detailed request to the Local Liaison Officer, who will check the feasibility of the request.

General use of Material

The User(s) agree(s) that the Material is to be used solely for teaching and fundamental research purposes. Material from the Access Provider should only be handled by appropriately trained persons in suitable laboratory conditions. When the Material is used for teaching purposes, the User(s) agree(s) to dispose of the Material after use. The User(s) is/are responsible for maintaining, using and disposing of the Material and, where relevant, its packaging (e. g. seawater) with appropriate precautions to minimise any risk of harm to persons, property, and the environment, and in compliance with domestic and foreign laws, regulations, and guidelines. Material provided by the Access Provider is not for internal or alimentary use in humans or any animals. The User(s) agree(s) to provide written notice to the Access Provider when the purpose for which the Material is used has changed significantly from the purpose that was stated at the time of supply.

The supply of the Access Provider Material does not grant or imply any transfer or concession of Intellectual property rights to the User(s) and / or his Employer. In particular, this supply does not include the right for the User(s) and / or his Employer and to sell, rent or transfer the Material to Third Parties.

The User(s) agree(s) that the commercial use of Material provided by the Access Provider is strictly prohibited. Commercial distribution or resale of the Material to third parties is not permitted.



Furthermore, genetic manipulation or any other modification of the Access Provider Material for Commercial Purposes or the Commercial production of a metabolite or other compound derived from either an original Access Provider Material or from a genetically manipulated or otherwise modified version of Access Provider Material is not permitted.

Permits and diving licenses

If Permits are needed for collecting species and for doing experiments, then the User(s) and/or Employer are responsible for having the needed collection Permits for the Project. The User(s) should contact the Local Liaison Officer if help with permits is needed. In the case of participation of the User(s) sampling at sea, the User(s) should provide the Local Liaison Officer well before the visit with copies of:

- Insurance certificate covering SCUBA diving;
- Valid medical certificate attesting good health status;
- SCUBA diving diploma or other diving certifications – compliant with required activities – ; for each person involved in the Project who will perform such activity.

Taxonomic Identification

The Access Provider makes every effort to ensure the correct taxonomic identity of organisms; however, we cannot guarantee that an organism is correctly identified at the species, genus or class levels, particularly in the case of collected organisms. The User(s) should always verify independently the taxonomic identity if this is pertinent. In the case of cultured strains, the User(s) is/are requested to inform the Access Provider of any misidentification.

Warranty-liability

As the Material is of experimental nature, the Institution and the Access Provider do not provide any warranty as regards its condition, activity, usefulness, efficiency, purity, harmlessness, nontoxicity, safety, or as regards its use, market value or suitability in respect of any objective. The Access Provider cannot guarantee the absence of any contamination, including viral and microbial, of collected organisms or associated to the organisms. The User(s) shall be solely liable for all risks, in particular in the event of material damage, injury, or any other incident or loss that may be occasioned by the use, testing or manipulation of the Material. Even if the Material is not labelled as toxic, the User(s) hereby acknowledges and accepts the potential risks of the Material.

Toxic strains

Cultured cells or Materials derived from cells of a toxic culture strain must be treated as toxic organic chemicals and the User(s) agree(s) to use and dispose of cells and cellular materials properly and in a safe manner that meets all domestic and foreign governmental laws, requirements and guidelines for the disposal of toxic organic chemicals.

Supply of cryopreserved strains

The User(s) acknowledge(s) that ordering any culture sample that must be thawed from cryopreservation may delay shipment of the sample for up to two (2) months. The User(s) also acknowledge(s) that, due to the inherent unpredictability of biological materials, revival of cryopreserved strains is not always successful.

International export

Material supplied by the Institution and the Access Provider is subject to national export laws, rules, treaties, regulations and international agreements. The User(s) shall assume the responsibility of abiding by national export laws, rules, treaties, regulations and international



agreements along with applicable foreign laws when importing, exporting, or otherwise disposing of such Material. For international shipments, the User(s) agree(s) to assume the responsibility for ensuring that all required paperwork is provided for passage through Customs/Security in the host country as well as in the country of destination. The Institution and the Access Provider will not take responsibility for any delay in delivery occasioned by Third-Party administrative issues.



Annex 3 – Material Transfer Agreements

Incoming Material Transfer Agreement

This Material Transfer Agreement (the “Agreement”) is made and entered into as of the _____ day of _____ month/year (the “Effective Date”), by and between the Institution and the Employer/User.

In response to the Access Provider’s request for the transfer of [specify the Material and/or the Equipment] (“Materials”), the User is willing to provide such Materials, subject to the following terms and conditions:

1. Upon request for a specific quantity of Materials by the Access Provider, such Materials shall be provided by the User to the Access Provider, subject to availability of such Materials and with the necessary Ethics approvals. The availability of such Materials shall be determined solely by the User.
2. The Materials, and all unmodified derivatives or progeny of the Materials, remain the property of the Leader User /Employer. The Materials shall be used under Access Provider’s immediate and direct control only for the purpose of the Project within the Access Provider. The Materials, and any unmodified derivatives or progeny of the Materials, shall not be used: (a) in any product, (b) for the purpose of producing any product, or (c) for providing any service in which a product or service is sold or otherwise made commercially available. No other right or license, patent or otherwise, is granted to the Access Provider for the use of the Materials as a result of User’s transmission of them to the Access Provider.
3. The Materials shall not be sold, distributed or otherwise made available to any other party for any purpose.
4. The Materials shall be used with prudence and appropriate caution in any experimental work since not all of their characteristics are known. They are provided without warranty of merchantability or fitness for any particular purpose or any other warranty, express or implied. The User(s) makes no warranty or claim that the Materials will not infringe any patent, copyright, trademark or other proprietary rights. Except to the extent prohibited by law, the Access Provider agrees to release the User(s), its trustees, appointees, employees and agents from any liability in connection with use of the Materials by the Access Provider. Except to the extent prohibited by law, the Access Provider agrees to defend and indemnify the User(s), its trustees, appointees, employees and agents from any and all claims and damages in any way arising from the acquisition, use, storage or disposal of the Materials by the Access Provider.
5. The Materials will be used in compliance with all applicable statutes and regulations. The Materials may not be used for *in vivo* testing in human subjects. If the Materials are derived from human donors, they shall not be transferred with any individual donor identifying information.
6. This Agreement shall terminate one year from the Effective Date of this Agreement, unless terminated or extended through prior written agreement signed by authorised representatives of the Parties. Either Party may terminate this Agreement prior to the expiration of the designated term by giving sixty days’ written notice to the other. The obligations of the Access Provider hereunder shall survive termination. Upon termination, the Materials shall be either returned to the User(s) or destroyed.
7. Upon the execution of this Agreement, the Access Provider shall be authorised to receive Materials from the User(s). Requests for specific quantities shall be processed by the User(s) as Materials are available.



For the Institution (Access Provider)

Name

Title

Signature

Date and place

The User(s)/Employer

Name

Title

Signature

Date and place



Outgoing Material Transfer Agreement

This Material Transfer Agreement (the “Agreement”) is made and entered into as of the _____ day month/year (the “Effective Date”), by and between the Access Provider and the User(s).

In response to the User(s)’s request for the transfer of [specify the Material and/or the Equipment] (“Materials”), from the lab of _____, the Access Provider is willing to provide such Materials, subject to the following terms and conditions:

1. Upon request for a specific quantity of Materials by the User(s), such Materials shall be provided by the Access Provider to the User(s), subject to availability of such Materials and with the necessary Ethics approvals, and any national authority approvals including export licences. The availability of such Materials shall be determined solely by the Access Provider.
2. The Materials, and all unmodified derivatives or progeny of the Materials, remain the property of the Access Provider. The Materials shall be used under the User(s)’s immediate and direct control only for the Project within the User(s). The Materials, and any unmodified derivatives or progeny of the Materials, shall not be used: (a) in any product, (b) for the purpose of producing any product, or (c) for providing any service in which a product or service is sold or otherwise made commercially available. No other right or license, patent or otherwise, is granted to the User(s) for the use of the Materials as a result of the Access Provider’s transmission of them to the User(s).
3. The Access Provider makes every effort to ensure the correct taxonomic identity of organisms; however, we cannot guarantee that an organism is correctly identified at the species, genus or class levels, particularly in the case of collected organisms. The User(s) should always verify independently the taxonomic identity if this is pertinent. In the case of cultured strains, the User(s) is/are requested to inform the Access Provider of any misidentification.
4. The user shall not sell, lend, distribute or otherwise transfer the material supplied except within the same company, institution or research group. This also includes the gratis exchange of materials between named culture collections for accession purposes.
5. The Materials shall be used with prudence and appropriate caution in any experimental work since not all of their characteristics are known. They are provided without warranty of merchantability or fitness for any particular purpose or any other warranty, express or implied. The Access Provider makes no warranty or claim that the Materials will not infringe any patent, copyright, trademark or other proprietary rights. Except to the extent prohibited by law, the User(s) agrees to release the Access Provider, its trustees, appointees, employees and agents from any liability in connection with use of the Materials by the User(s). Except to the extent prohibited by law, the User(s) agrees to defend and indemnify the Access Provider, its trustees, appointees, employees and agents from any and all claims and damages in any way arising from the acquisition, use, storage or disposal of the Materials by the User(s).
6. The Materials will be used in compliance with all applicable statutes and regulations. The Materials may not be used for *in vivo* testing in human subjects. If the Materials are derived from human donors, they shall not be transferred with any individual donor identifying information.
7. Should the material fall under the scope of the Nagoya Protocol (collected after 12 October 2014 in a country party to the Nagoya Protocol) then both parties are obliged to exercise due diligence to ensure the supply is carried out in a legal manner. Material collected between 1994 (CBD) and 2014 (NP) is not subject to the Nagoya Protocol Regulation, but if the user wishes to utilise the genetic resource for research and development with commercial intent, they should contact the appropriate authority in the country of origin of the resource, in advance of such utilization, to negotiate in good faith on the terms of any benefit sharing.
8. Feedback: If cultures arrive in an unsatisfactory condition they will normally be replaced free of charge if the provider is notified within 14 days of dispatch,
9. Safe handling: The package should only be opened by appropriately trained persons in suitable laboratory conditions. The recipient should read the hazard data sheets supplied with the strain(s). The recipient should maintain and use the Material with appropriate precautions to minimise any risk of harm to persons, property, and the environment
10. Upon the execution of this Agreement, the User(s) shall be authorised to receive Materials from the Access Provider. Requests for specific quantities shall be processed by the Access Provider as Materials are available. A shipping cost recovery fee in the amount of € [insert cost here if any] will be charged at the time of such shipments.



**For the Institution (Access Provider)) The
User/Employer**

The User(s)/Employer

Name

Name

Title

Title

Signature

Signature

Date and place

Date and place



Annex 4 – Background / Prior Knowledge Included

For the Institution (Access Provider)

For the Employer / User



Annex 5 – Standard Non-disclosure agreement

[Name of the Project]

THIS AGREEMENT is made on [Month, day, year]

BETWEEN

1. [the Disclosing Party], (the "Disclosing Party"); and
2. [the Receiving Party], (the "Receiving Party"),

collectively referred to as the "Parties".

A. The Receiving Party understands that the Disclosing Party has disclosed or may disclose information relating to [project], which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.

OPERATIVE PROVISIONS

1. In consideration of the disclosure of Proprietary Information by the Disclosing Party, the Receiving Party hereby agrees: (i) to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to disclose any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with the Disclosing Party, and (iv) not to copy or reverse engineer any such Proprietary Information. The Receiving Party shall procure that its employees, agents and sub-contractors to whom Proprietary Information is disclosed or who have access to Proprietary Information sign a nondisclosure or similar agreement in content substantially similar to this Agreement
2. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after five years following the disclosure thereof or any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession or known by it prior to receipt from the Disclosing Party as evidenced in writing, except to the extent that such information was unlawfully appropriated, or (iii) was rightfully disclosed to it by a third party, or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and has allowed the Disclosing Party to seek a protective order.
3. Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Proprietary Information and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof, save that where such Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.
4. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information or (ii) requires the Disclosing Party to proceed with any transaction or relationship.



5. The Receiving Party further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy of completeness of any Proprietary Information made available to the Receiving Party or its advisers; it is responsible for making its own evaluation of such Proprietary Information.

6. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

7. This Agreement shall be governed by the laws of the jurisdiction in which the Disclosing Party is located (or if the Disclosing Party is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

[Disclosing Party]

[Receiving Party]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____



Annex 6 – Data Management Plan

This document is the template data management plan that Transnational Access users are asked to fill in to create their own data management plan (DMP). An explanation of this DMP and the ASSEMBLE Plus data policy, and a copy of this template, can be found on the [ASSEMBLE Plus TA pages](#).

This template provides suggested responses that already take into account the general data management approach proposed for ASSEMBLE Plus. Please note that *even* for very data-light projects it is necessary to provide a DMP; however, “N/A” is an allowed answer to the template questions that are inapplicable to small projects.

You are asked to fill in the template and save to PDF, and then send that together with the User Access Contract that you will need to sign before beginning your TA visit. Any questions you have can be sent to [**DATA@EMBRC.EU**](mailto:DATA@EMBRC.EU).



TA Data Management Plan

User name:
Project title:
Proposal code:
Date:

<p>1. Data Summary</p>
<p>Questions</p> <ul style="list-style-type: none"> 1.1 State the purpose of the data collection/generation 1.2 Explain the relation to the objectives of the project 1.3 Specify the types and formats of data generated/collected 1.4 Specify if existing data is being re-used (if any) 1.5 Specify the origin of the data 1.6 State the expected size of the data (if known) 1.7 Outline the data utility: to whom will it be useful
<p>Suggested responses (copy below where applicable):</p> <p><i>1.1, 1.2) The answers can be taken from your original ASSEMBLE Plus proposal. Focus on the aspects that specifically answer the questions, but remember that this document must be self-contained</i></p> <p><i>1.3) Where do the data come from? What file formats will they be?</i></p> <p><i>1.4) Yes and briefly why/No.</i></p> <p><i>1.5) The origin of the data are the experiment The origin of the re-used data is the work of ...</i></p> <p><i>1.6) For the entire data collection; does not have to be exact ("of the order X Mb")</i></p> <p><i>1.7) These data will be useful to those working in [marine conservation/the blue economy/xx research].</i></p>
<p>Responses:</p>
<p>2. FAIR Data</p> <p>2.1 FAIR – Making data findable, including provisions for metadata</p>
<p>Questions</p> <ul style="list-style-type: none"> 2.1.1 Outline the discoverability of data (metadata provision) 2.1.2 Outline the identifiability of data and refer to standard identification mechanisms. Do you make use of persistent and unique identifiers such as Digital Object Identifiers? 2.1.3 Outline the naming conventions used 2.1.4 Outline the approach towards search keywords 2.1.5 Outline the approach for clear versioning 2.1.6 Specify the standards for metadata creation (if any). If there are no standards in your discipline, describe what type of metadata will be created and how
<p>Suggested responses (copy below where applicable):</p> <p><i>2.1.1) Data will be made discoverable by describing the generated datasets in the ASSEMBLE Plus/EMBRC dataset catalogue of the Marine Data Archive.</i></p> <p><i>2.1.2) In this catalogue every dataset receives a unique identifier. There is possibility to add a DOI for the completed dataset.</i></p> <p><i>2.1.3) Assigned names for datasets are expected to include topical, spatial and temporal scope of the observations or experiments.</i></p> <p><i>2.1.4) Datasets will be made retrievable by annotation with free and ASFA thesaurus keywords.</i></p>



2.1.5) *The catalogue used allows the definition of more recent versions for upgraded datasets. This will be applied where relevant.*

2.1.6) *Using this catalogue system ensures that the created metadata will be ISO 19115 compliant and harvestable through OAI-PMH. Exports are possible to GCMD, EML, EDMED compatible formats.*

Responses:

2.2 FAIR – Making data openly accessible

Questions

2.2.1 Specify which data will be made openly available. If some data is kept closed, provide the rationale for doing so

2.2.2 Specify how the data will be made available

2.2.3 Specify what methods or software tools are needed to access the data. Is documentation about the software needed to access the data included? Is it possible to include the relevant software (e.g. in open source code)?

2.2.4 Specify where the data and associated metadata, documentation, and code are deposited

2.2.5 Specify how access will be provided in case there are any restrictions

Suggested responses (copy below where applicable):

2.2.1) *As ASSEMBLE Plus participates the H2020 Open Research Data Pilot, it is required that all data are made open access upon publication. Any additional data will be released two years after data collection at the latest. Exceptions to this rule are: (mention exception datasets and opt-out reasons: e.g. making the data OA will jeopardise the project aims, the data contains sensitive or personal information, the data will lead to a patent or otherwise need to be protected by an Intellectual Property Right)*

2.2.2) *Data files will be stored in the ASSEMBLE Plus/EMBRC repository in the Marine Data Archive for long-term preservation. At the time of release of the data, the data files will move to a public part of the archive, and links to the data files will be created from the metadata stored in the ASSEMBLE Plus/EMBRC catalogue in the Marine Data Archive.*

2.2.3) *The necessary software tools are ... Links to the software will be included in the documentation/metadata.*

2.2.4) *Data files will be stored in the Marine Data Archive accompanied by associated metadata and required documentation.*

2.2.5) *Access can be obtained through negotiation. Contact person will be mentioned in the metadata.*

Responses:

2.3 FAIR – Making data interoperable

Questions

2.3.1 Assess the interoperability of your data. Specify what data and metadata vocabularies, standards, or methodologies you will follow to facilitate interoperability

2.3.2 Specify whether you will be using standard vocabulary for all data types present in your dataset, to allow inter-disciplinary interoperability. If not, will you provide mapping to more commonly-used ontologies?

Suggested responses (copy below where applicable):

2.3.1) *Discovery metadata will be interoperable and standardised through the use of the ASSEMBLE Plus/EMBRC dataset catalogue (see Sec. 2.1). At the data level the aim is to facilitate interoperability by making use of standard vocabularies and formats: (mention the applicable descriptors and the vocabularies or ontologies to be used, such as WORMS (species names), BODC (parameter names),*



Marine Regions (marine region), EUNIS (habitats), etc. and formats, such as Darwin Core (biodiversity observations), ISA (Studies and Experiments) ,... check Digital Curation Centre)

2.3.2) Datatypes within the generated dataset(s) for which no standard vocabularies will be used:

Responses:

2.4 FAIR – Increase data re-use (through clarifying licences)

Questions

- 2.4.1 Specify how the data will be licenced to permit the widest re-use possible
- 2.4.2 Specify when the data will be made available for re-use. If applicable, specify why and for what period a data embargo is needed
- 2.4.3 Specify whether the data produced and/or used in the project is useable by third parties, in particular after the end of the project. If the re-use of some data is restricted, explain why
- 2.4.4 Describe the data quality assurance processes
- 2.4.5 Specify the length of time for which the data will remain re-useable

Suggested responses (copy below where applicable):

- 2.4.1) Data will be licensed using creative commons licences where possible (e.g. CC-BY).*
- 2.4.2) Those data that will be made openly accessible, will be made available upon publication or within two years after data generation, whichever comes first.*
- 2.4.3) Data produced is in general useable by third parties. Exceptions to the re-use have been described in Sec. 2.2.1.*
- 2.4.4) Data quality assurance measures that were taken are: (describe the care taken to ensure quality while generating the data, and if quality checks were carried out a later stage)*
- 2.4.5) Data that are stored and made accessible through the ASSEMBLE Plus/EMBRC repository of the Marine Data Archive will be re-useable for the long term.*

Responses :

3. Allocation of costs

Questions

- 3.1 Estimate the costs for making your data FAIR. Describe how you intend to cover these costs
- 3.2 Clearly identify responsibilities for data management in your project
- 3.3 Describe the costs and the potential value of long-term preservation

Suggested responses (copy below where applicable):

- 3.1) Data activities are part of the TA project. Costs will only involve user and access provider staff time.*
- 3.2) As a TA user the responsibility for describing and storing the generated data lies with me. The access provider is responsible for providing support and informing on the user's obligations and the tools to be used. The managers of the used and mentioned systems are responsible for the long term preservation of data and metadata.*
- 3.3) There are no specific costs associated with long-term preservation. The value of long-term preservation is the ability for the data to be re-used by others, e.g. to compare to similar past and future datasets.*

Responses:

4. Data security

Questions



4.1 Address data recovery as well as secure storage and transfer of sensitive data
<p>Suggested responses (copy below where applicable):</p> <p><i>4.1) As a TA user I will take care of intermediate backups of the data. The ASSEMBLE Plus/EMBRC repository of the Marine Data Archive takes regular backups of uploaded files to ensure easy data recovery. Managers of the used and mentioned systems are responsible for the secure data storage. Sensitive data such personal data will be treated in accordance with EU GDPR regulations.</i></p>
<p>Response:</p>
5. Ethics
<p>Questions</p> <p>5.1 To be covered in the context of the ethics review, the ethics section of the proposals, and ethics deliverables. Include references and related technical aspects if not covered by the former.</p>
<p>Suggested responses (copy below where applicable):</p> <p><i>5.1) This is covered by the ethics section of the user access project description</i></p>
<p>Response:</p>
6. Publications
<p>Questions</p> <p>6.1 Beneficiaries must ensure open access to their publications by publishing in open access journals, or by providing access to their publications via a chosen open access repository. Describe how the resulting publications will be made open access.</p>
<p>Suggested response (copy below where applicable):</p> <p><i>6.1) If not published in an open-access journal, the final peer-reviewed manuscript will be deposited in the ASSEMBLE Plus/EMBRC open-access publication archive if an agreement is reached with the journal.</i></p>
<p>Responses:</p>
7. Other
<p>Questions</p> <p>7.1 Refer to other national/funder/sectorial/departmental procedures for data management that you are using (if any)</p>
<p>Response:</p>



7.7. Appendix 7: TA Confirmation of Visit Template

Transnational Access – Confirmation of Visit

[Access Provider name] [Name of Project Leader]
[Access Provider address] [Home institution and address]

I, [Person in charge at the Access Provider], herewith confirm that the following Project was carried out at the [name of the Access Provider] in the context of ASSEMBLE PLUS Transnational Access:

["name of the Project"]

The amount of Access¹¹ delivered to the User Group is as follows:

Role	Participant name	Country of origin	Institute	Duration of stay (start - end date)
Project Leader				[dd/mm/yyyy - dd/mm/yyyy]
User				[dd/mm/yyyy - dd/mm/yyyy]

Physical Access	Unit of TA (person*day or tank per dive or ship per day)	Quantity of TA (nr)
General:	General Unit cost per day	
or: Installation name 1		
Installation name 2		
Installation name N		

[Location], [Date (dd/mm/yyyy)]

Location and date

Signature of the Project Leader¹²

[Location], [Date (dd/mm/yyyy)]

Location and date

Signature of the Person in charge at the Access Provider²

¹¹The amount of access is defined as the time, in days, spent by the user for this Project. A User who spent 4.5 days at the installation must indicate 4.5. The total amount of access of the User group is the sum of access days of each User. Please use / round to half days where appropriate.

¹²The document must be:

- 1) signed by the Project Leader;
- 2) signed by the Person in charge at the Access Provider;
- 3) sent to the [Access Office \(access@embrc.eu\)](mailto:access@embrc.eu) by the Person in Charge or Local Liaison Officer at the Access Provider at the end of the TA visit.



7.8. Appendix 8: TA Activity Report Template

Transnational Access - Activity Report

[Name of the Project]

[Name of Project Leader]

*This report should be completed within 4 weeks after the Visit. Please limit the report to a maximum of 4 pages, including tables and figures.
The report should include the following subheadings:*

1. Background
2. Scientific objectives
3. Methodology
4. Preliminary results and findings
5. Data management: metadata used; data archiving; data-access rights
6. Plans for publications (open access)
7. Future prospects

Signature and date

¹The document must be

1) signed by the Project Leader;

2) the file should be named <project acronym>Activity_Report.pdf

3) sent as a Word file to the Access Office (access@embrc.eu) and to the Local or National Liaison Officer of the Access Provider within 4 weeks after the Visit.

