

Euro-BioImaging

Preparatory Phase II Project

D2.3 Template for service level agreements for the collaboration between the EuBI Hub and EuBI Nodes

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Abstract

The EuBI ERIC is a distributed research infrastructure based on a Hub and Nodes model. The EuBI Hub, composed of the Statutory Seat, the Bio-Hub and the Med-Hub, provides an administrative governance structure which carries out scientific, technical and administrative coordination tasks in addition to the delivery of core services. The EuBI ERIC's Nodes, single- or multi-sited national or international research institutes from EuBI ERIC Members, play a leading role in granting the open user access to a complete range of state-of-the-art imaging technologies in biological, molecular and medical imaging. Hub and Node enter into Service Level Agreements which regulates the operation of the distributed infrastructure, in particular, mutual rights and obligations.

The goal of the D.2.3 deliverable is to present a template of a Service Level Agreement between the EuBI Hub and a EuBI Node. The template needs to be developed and completed further by the EuBI Partners and fine-tuned together with Node candidates.

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TEMPLATE**SERVICE LEVEL AGREEMENT****BETWEEN EURO-BIOIMAGING (EuBI),****A EUROPEAN RESEARCH INFRASTRUCTURE CONSORTIUM (ERIC),****AND (...)****IN ORDER TO ESTABLISH AN EuBI NODE**

This Service Level Agreement is made by and between:

Euro-BioImaging ERIC ('EuBI'), a European Research Infrastructure Consortium (ERIC), with statutory seat in Turku, Finland, established in accordance with the Council Regulation (EC) No 723/2009 of 25 June 2009 on the Community legal framework for a European Research Infrastructure Consortium (ERIC), represented by [...], Director General of EuBI, and [...], Section-Director of EuBI of the [Bio-Hub or Med-Hub],

Hereinafter called the "**EuBI ERIC**",

and

[Name of Institute], based in [location], represented by [...]

Hereinafter called the "**EuBI Node**",

Hereinafter also collectively referred to as the "Parties" or individually as a "Party".

1. Preamble

The Parties hereby agree to conclude a Service Level Agreement within the framework of “*Euro-BioImaging ERIC*” (“**EuBI**”), a pan-European research infrastructure in the form of a Hub and distributed Nodes, providing open user access to a complete range of state-of-the-art imaging technologies in biological, molecular and medical imaging.

The Parties,

- acknowledging that EuBI is a distributed pan-European research infrastructure with a Hub established by the EuBI Statutes, composed of the Statutory Seat, the Bio-Hub and the Med-Hub;
- (...)

(...)

Agree as follows:

2. Definitions

Any word(s) or expression(s) appearing in the Agreement shall have the meaning ascribed to them in the Agreement.

Agreement	This Service Level Agreement including its annexes.
Bio-Hub	The part of the EuBI Hub which is hosted by EMBL at its headquarters in Heidelberg and charged with the coordination and support activities of the EuBI Hub for user access, training in biological imaging and image data management. It is the community-specific section for biological imaging.
EMBL	The European Molecular Biology Laboratory, an intergovernmental organization with the privileges and immunities recognized under its constituting documents and international law and headquartered in Heidelberg, Germany. It is the host of Bio-Hub.
EuBI Board	Assembly of the EuBI Members, governing body of the EuBI ERIC regulated in Article 20 of the EuBI ERIC Statutes.
EuBI Directorate	The executive body of EuBI ERIC established in Article 21 of the EuBI ERIC Statutes.
EuBI Hub	Coordinating centre of EuBI ERIC, composed of the Statutory Seat, the Bio-Hub and the Med-Hub.
EuBI Member	An entity (country or intergovernmental organisation) which has become a member of EuBI ERIC upon successful completion of the application procedure described in the EuBI ERIC Statutes.

EuBI Node	A national or international research institute or network of institutes located in or at a EuBI Member that enters into a Service Level Agreement with EuBI, upon the fulfilment of the conditions and procedures established by the EuBI Board, to provide services and that have an added value for EuBI. In this Agreement, whenever the expression “EuBI Node” is used, it can mean the EuBI Node as a Party to this Agreement or in a general manner any EuBI Node, depending on the context.
EuBI Panel of Nodes	An advisory body of EuBI established in accordance with Article 23 of the EuBI Statutes, which is composed of representatives of EuBI Nodes.
EuBI SAB	The EuBI Scientific Advisory Board, an advisory governance body of EuBI established in accordance with Article 22 of the EuBI Statutes, which is composed of highly qualified, internationally recognized scientists and ethical experts that oversee the scientific, ethical, technical and management quality of the EuBI activities at the EuBI Hub and EuBI Nodes and provide advice related thereto to the EuBI Board and EuBI Directorate.
EuBI Statutes	The Statutes of EuBI as published in the Official Journal of the European Union on [...] or subsequently amended.
Med-Hub	The part of the EuBI Hub hosted by Italy and charged with the coordination and support activities of the EuBI Hub for user access, training in medical imaging and image data management. It is the community-specific section for medical imaging.
Statutory Seat	Finland, country hosting EuBI as regulated in Article 8 of the Council Regulation (EC) No 723/2009 of 25 June 2009 on

the Community legal framework for a European Research Infrastructure Consortium (ERIC), responsible for the overall coordination and administration of EuBI in accordance with Article 2.4 c) of the EuBI Statutes.

User

Any individual or group of individuals, in academia and industry, that has access to and uses EuBI Services.

3. Purpose of the Agreement

The purpose of the Agreement is to define the relationship between the EuBI Hub and the EuBI Node. The aim is, in particular, to define the Party's rights and responsibilities within the framework of the EuBI Statutes.

(...)

The Agreement is not intended, and nothing contained herein shall be deemed, to create any partnership, agency or joint venture amongst the Parties or any of the Parties, nor to establish any other legal entity constituted amongst any or all of the Parties, unless all Parties have agreed and expressly stated their intention otherwise and satisfy the legal requirements necessary thereto.

4. Status as EuBI Node

Following the successful selection process to become a EuBI Node as described in the procedures established by the EuBI Board in the EuBI Node admission policy, upon conclusion of the Agreement, the [*name of the national institute*] is granted the status of a EuBI Node for the duration of the Agreement.

5. Provision of Services by the EuBI Node

5.1 Types of Services

[Generic description of technical/administrative services, e.g. "Physical access to imaging technology; hands-on user training; support to users by local experts; support in processing and analysis of image data". Reference to more detailed Annexes.]

5.2 Delivery of Services

5.2.1 Annex [xxx] includes Node-funded Services that fall under the administrative and financial responsibility of the EuBI Node.

5.2.2 Annex [xxx] defines

a. (...),

b. (...),

6. Internal Quality Assurance System

Complementary to the quality assurance through the EuBI SAB and supported by the EuBI Hub, the EuBI Node is responsible to implement internal quality assurance mechanisms and systems in D2.3 Template for service level agreements for the collaboration between the EuBI Hub and 9 EuBI Nodes

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order to ensure that its Services provided within EuBI meet high-quality standards required. Guidelines as regards the standard of quality assurance mechanisms and systems will be provided by the EuBI Hub, advised by the Panel of Nodes and approved by the EuBI Board.

7. User Access to Services provided by the EuBI Node(s)

7.1 Training

The EuBI Node will provide the basic training or support to the Users which it deems necessary in the use of Services provided by the Node as described in Annex [xxx].

7.2 The EuBI Node will provide clear Terms of Use for services. (...)

The EuBI Node will provide clear Terms of Use for services to the EuBI Hub. (...)

8. Provision of Services by the EuBI Hub

8.1. Types of Services

The EuBI Hub's general obligations with respect to all EuBI Nodes are described in general terms in Article 19 of the EuBI Statutes. The EuBI Hub is responsible in particular to

a. (...);

b. (...);

(...)

8.2 Definition of Hub Services to the EuBI Node

Annex [xxx] includes a detailed list of services provided by the Hub to the EuBI Node.

9. Confidentiality

9.1 Confidentiality against third parties

Each Party is committed to confidentiality against third parties for all Information and objects that have not been published and are conveyed in confidence by the other Party. The receiving Party shall not use any Information and objects for any purpose other than in accordance with the terms of the Agreement. The disclosure of confidential Information or objects requires written consent by the other Party.

9.2 Exceptions

The confidentiality clause mentioned above under Paragraph 9.1 excludes:

- a. Objects or types of Information which have been developed or are being developed by the receiving Party independently of any disclosure by the other Party;
- b. Objects or types of Information which are part of the generally accessible state of technology or which reach this status without the fault of the receiving Party;
- c. Objects or types of Information which were already in the possession of the receiving Party at the time of the announcement;
- d. Objects or types of Information which were lawfully disclosed to a partner from a third party who is in lawful possession thereof without any commitment to confidentiality or
- e. Objects or types of Information which are needed to be communicated to comply with applicable laws or with a court or administrative order.

9.3 Term of confidentiality clause

The above-mentioned confidentiality clause ends [xxx] years after the termination of the Agreement. The Parties shall impose the same confidentiality on all of their affiliates and subcontractors, their employees and any other personnel working for them, who may have access to confidential Information.

10. Representative of Node

10.1 Appointment of the Representative of Node

The EuBI Node appoints a Representative of Node in accordance with Article 23.2 of the EuBI Statutes.

10.2 Role and tasks of the Representative of Node

The Representative of Node is the strategic contact point for the EuBI Directorate in all matters related to the Agreement. The tasks of the Representative of Node include, but are not limited to the following:

- a. Ensure and coordinate the delivery of all services provided by the EuBI Node;
- b. Become a member of the EuBI Panel of Nodes as established by Article 23 of the EuBI Statutes and participate in its meetings;

c. (...)

11. Assessment of the EuBI Node

The EuBI Node shall be evaluated by the EuBI SAB as regards scientific, technical and ethical matters [as determined by the EuBI Board]. Upon recommendation of the EuBI SAB, the EuBI Board shall decide whether it wishes to renew or terminate the Agreement (in whole or in part) with the EuBI Node.

12. Liability

The Parties confirm that they will operate in line with any applicable national rules and regulations.

[...]

In the event that two or more EuBI Nodes undertake to jointly provide Services to the EuBI Hub, the EuBI Nodes are jointly and severally liable for any damage suffered by the EuBI Hub in relation to the Services provided.

13. Intellectual Property

13.1 Background Warranties

(...)

13.2 Liability

(...)

13.3 Indemnities

(...)

13.4 Publications

(...)

13.5 Inventions

(...)

14. Ethics

Services delivered under the Agreement shall be in line with relevant laws, regulations and best practices as well as with the EuBI Ethics Policy adopted by the EuBI Board according to Art. 32 EuBI ERIC Statutes. The EuBI Hub shall remind the EuBI Node of its obligation to ensure compliance with all relevant laws and regulations (and, where applicable, local ethical guidelines) when handling, storing, or processing personally identifiable data resulting from biomedical research.

The EuBI Node is responsible to implement its own Ethics Policy in order to ensure that the services provided within EuBI comply with the EuBI Ethics Policy and national rules and regulations as well as international standards of best practice.

15. Term and Termination of the Agreement

15.1 Term of the Agreement

The Agreement shall be effective as of the Effective Date and shall remain valid for a period of [xxx] years.

15.2 Termination by the EuBI Node

The EuBI Node may terminate the Agreement at any time before the end of the term by giving at least [xxx] months' notice in writing to the EuBI Directorate.

In the case of a serious breach of the Agreement by the EuBI Hub, the EuBI Node may terminate the Agreement by giving at least [xxx] months' notice in writing to the EuBI Hub.

15.3 Termination by EuBI Hub

The EuBI Hub may terminate the Agreement in case of a serious breach of the Agreement by the EuBI Node by giving at least [xxx] months' notice in writing to its Head of Node.

The Agreement shall terminate immediately in the event that the EuBI Node ceases to comply with any the formal eligibility criteria as described in [xxx].

15.4 Requirements for renewal of the Agreement

The Agreement can be renewed by the Parties if the following cumulative conditions apply:

- a. Receipt of an evaluation of the EuBI SAB that supports a continuation of the collaboration;
- b. Consent by both Parties to renew the Agreement;

- c. The EuBI Node continues to fulfil formal eligibility criteria as described under [xxx].

16. General Provisions

16.1 Inconsistencies and severability

Should any provision of the Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of the Agreement. In such a case the parties to the Agreement will try amicably to agree on a new clause retrospectively which will substitute the invalid clause. Any loopholes shall be closed by mutual agreement to fit the original intent of the Parties.

16.2 Notices

Any notice to be provided under the Agreement shall be in writing to the registered addresses of the respective Representative of Node or the EuBI Directorate.

16.3 Amendments

The Agreement may be amended in writing and by mutual consent of the Parties only.

16.4 Assignment

The rights and provisions detailed in the Agreement can be assigned only with prior approval of the other Party

17. Governing Law

The Agreement shall be construed in accordance with and governed by the laws of [xxx]. The delivery of EuBI Services by the EuBI Node shall be conducted in accordance with the applicable national laws.

18. Settlement of Disputes

Any dispute, controversy or claim arising out of or in relation to the Agreement, or the existence, interpretation, application, breach, termination or invalidity thereof, which is not amicably settled through the good offices of the Chair or Vice-Chair of the EuBI Board, shall be settled on the basis

of [*reference to arbitration rules*]. The number of arbitrators shall be [xxx]. The language to be used in the arbitral proceedings shall be English.

[*Arbitration rules (appointing authority, cost distribution) need to be discussed further.*]

In witness whereof, the Parties have caused the Agreement to be executed by their duly authorised representatives as of the Effective Date.

[name of institute]

EuBI ERIC

Date

[Name] EuBI Director General

Date

[Name] EuBI Section-Director of the [Bio-Hub/Med-Hub]