The European CCUS Research Infrastructure

European Carbon Dioxide Capture and Storage Laboratory Infrastructure

ECCSEL ERIC Access Policy V.2018.4

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Introduction

The objective of this document is to set out the Access Policy governing Access by visiting researchers and students to the ECCSEL ERIC research Facility(ies). This Access Policy provides procedures for the Access Providers, Applicants and Users, including the minimum requirements regarding HSE and documentation of test Facility(ies).

The basic principles of the Access Policy are included in the Statutes of ECCSEL ERIC (Article 18). The detailed procedures for implementation are set out in this Access Policy, and are complemented by a Service Level Agreement and an Access Agreement.

1. Definitions

Access means access to and use of a Facility for Research under ECCSEL guidance.

Access Agreement means the agreement as stated in Article 8.2 of the Access Policy.

Access Policy means this Access Policy.

Access Provider means an entity that concludes a Service Level Agreement with ECCSEL.

Access Summary Report means the evaluation report of the Access that has to be completed by the User(s) at the end of the Access.

Application means an application (proposal) for Access.

Access Procedure(s) means the Access procedures as described in Article 4.3 of the Access Policy.

Applicant(s) means a (team of) researcher(s), scientist(s) and student(s) that file(s) the Application or who are named in the application.

Application Form means the form by which the Application has to be filed.

CCS means Carbon Dioxide Capture and Storage.

Director means the Director of ECCSEL.

Direct Procedure means the Access Procedure named Direct Procedure as described in Article 4.3 of this Access Policy.

ECCSEL Website means the website www.eccsel.org.

ECCSEL means the legal entity formally known as ECCSEL ERIC, established by the Members to implement a distributed, open, pan-European research infrastructure in the field of CCS formed by the Facilities.

Facility(ies) means a facility/laboratory (or part of), a resource (or a coherent set of them), together with the related services and equipment, which have been identified as belonging to the ECCSEL facilities list. The Facilities are designed to conduct Research (exclusively or not). A Facility is owned by and/or at the disposal of ECCSEL or an Access Provider.

General Assembly means the General Assembly of ECCSEL.

HSE means health, safety and environment.

Local Contact Person means a scientist that is assigned by the relevant Access Provider as the local contact for the Users.

Member means a member of ECCSEL according to the latest version of the ECCSEL Statues.

Operations Centre means the Operations Centre of ECCSEL.

Peer Review Committee means experts nominated by the Director of ECCSEL to evaluate an Application.

Peer Review Procedure means the general Access Procedure named Peer Review Procedure as described in Article 4.3 of the Access Policy.

Research means basic or applied research in the field of CCUS. For the purpose of this Access Policy, education and training in the field of CCUS also means Research.

Service Level Agreement means the agreement as stated in Article 8.1 of the Access Policy.

User(s) means Applicant(s) who have been granted Access to a Facility. This definition encompasses the Applicant(s) who will physically access the Facility as well as those who will not.

2. General principles

2.1 Open access

The Access Policy is based on the principle of 'open access'[1]. In this respect, Access is open to all interested researchers, scientists and students based on competition and evaluation of Applications against the criteria listed in Article 4.2.

Access providers set a minimum quantity of Access to their facility to perform Research according to the annual availability they have agreed with ECCSEL. Depending of the nature of the Application, ECCSEL will follow one of two distinct procedures: One general procedure called Peer Review Procedure, which could be applied on any Application, and a second one, called Direct Procedure, which is dedicated to collaborative Research with the Access Provider, self-funded Research by the Access Provider and to Research entirely funded by private funds. The choice between those two procedures for the three later cases is done by ECCSEL together with the Access Provider based on urgency and number of proposals received. Both procedures are detailed in Article 4.3.

2.2 Fair, transparent and efficient Access Procedures

The Access Procedures are based on fair and transparent rules. The Director and the Peer Review Committee (if required) will deal with the Applications as efficiently as possible.

2.3 Confidentiality of Applications

The Director and the Peer Review Committee shall to the extent legally and reasonably possible respect the confidentiality of any information in the Application that has been indicated by the Applicant(s) or the Access Provider as confidential. If reasonably required, additional confidentiality agreement(s) could be concluded in this respect.

2.4 Conflict of Interests

The Director and, where appropriate, a member of the Peer Review Committee will assess applications for potential conflict(s) of interest, and appropriate measures will be adopted to mitigate or eliminate such conflicts.

[1] The European Research Infrastructure Consortium (ERIC) implies that a significant part of the Access should not just be reserved for its members but should be available globally outside ECCSEL ERIC.

3. Facilities

3.1 Information provided by the Access Providers

The Access Provider provides to ECCSEL sufficient accurate and updated information of their Facility(ies). This include at minimum:

- an adequately detailed description of the Facility including capacity, location, services provided, technical details and capability;
- ownership (structure);
- availability, including the quantity of availability dedicated to Research and scheduled downtime;
- known Access restrictions for (a part of) the Facility(ies) such as contractual obligations, scheduled shut-downs, ethical requirements etc.;
- requirements concerning any possibly necessary additional~~specific~~ (insurance) licenses or permits that would be mandatory for the User to perform an Access or any contractual document(s) that need to be agreed prior to the Access;
- indicative Access cost(s) as stated in Article 6.1;
- details of the Local Contact Person;
- the information as stated in Article 7.2 (upon completion of the Access).

The Access Provider is responsible for providing updates of these data/documents to ECCSEL in case of change.

3.2 Compliance with rules, regulations and standards of the Facility(ies)

The Access Provider will ensure with respect to the Facility(ies) :

- compliance with all legally applicable European, national and/or local rules, regulations and standards, for example related to HSE and permits;
- appropriate systems are in place for the verification of such compliance.

4. Applications

4.1 Information

The Application form for Access should be fully completed by the Applicant(s) and includes, at least, the following information:

- a detailed description of the proposed Research and the nature of its funding (e.g. own, collaborative or research service agreement with a third party);
- the potential Users(s) (researchers, scientists and/or students) for which the Access is required, including their nationalities, positions, organizations, employers, experience and any other relevant information
- if available, an estimation of the required time for the Research;
- Timeframe of the intended research
- the Facility to which Access is requested;
- required assistance and services related to the Access;

- full details of any necessary materials including samples;
- agreement to comply with all applicable legal obligations, e.g. HSE, travel and visas, and local rules;
- proof of any required insurance;
- Requirements regarding confidentiality, intellectual property, access rights and dissemination of the results.
- potential risk(s) related to the Access.

Applicant(s) may be requested to provide additional information as required by the Access Provider in order to evaluate the Application.

ECCSEL shall provide model Application Forms for Access to Facilities.

4.2 Criteria

Applications will be evaluated and prioritised based on their scientific and technological excellence and their appropriateness towards the objectives of ECCSEL and the concerned Facility(ies). Main factors of the Application to be evaluated include the:

- alignment of the Application (including the Research objectives) with the objectives of ECCSEL (including the prioritized research objectives);
- significance, innovation and potential results;
- nature and security of the funding for the Access;
- the capabilities, track record and experience of the Applicant(s);
- required time for the Research;
- match between the respective Facility(ies) and the content of the Application;
- extent to which the conceptual experimental framework, design, methods, and/or analyses are adequately developed, well integrated, and appropriate to the aims of the Application;
- requirement for technical support and/or subcontracting;
- efficient use of the Facility and resources;
- the previous use by the Applicant(s) of any Facility;
- any reasonable Access Provider objections to the Access.

4.3 Access Procedures

Two different Access Procedures may be employed depending of the type of Application:

1. **A general procedure, the Peer Review Procedure**, applied in accordance with Article 2.2, will ensure that Applications:

- are initially discussed with the relevant Access Provider(s) in order to verify the project feasibility, the Facility availability and to complete any missing information necessary for the use of the designated Facility;

- are submitted, at least [8] weeks, before the desired period of Access to the Operations Centre through electronic submission of the Application Form (facility availability should be agreed beforehand because many facilities need more than 8 weeks planning and have a longer booking horizon);
- are evaluated by the Peer Review Committee;
- (if necessary) are discussed with the Applicant(s) during which the Applicant(s) can be required to provide additional information; and
- will be accepted or rejected by the Director within a reasonable term (maximum of [4] weeks from completed application) on the basis of the recommendations of the Peer Review Committee and in agreement with the Access Provider. A decision of rejection due to a veto of the Access Provider shall be taken on reasonable grounds.

The evaluation and decision will typically take [3] weeks. Under special circumstances this period may be extended to [4]. During the first [3] weeks, ECCSEL will receive, review and compare any Applications that require one specific facility at a same period or on overlapping periods of time.

2. **Applicant(s) may benefit from a Direct Procedure** if they are proposing a collaborative research with the Access Provider, if they are funded by the Access Provider or if their proposal is entirely funded by private funds. In these cases, the above-mentioned provisions of Article 4.3 (i.e. Peer Review Procedure) will not apply, the decision shall only be taken by the Access Provider in consultation with the Director and based on criteria listed in Article 4.2. The Access Provider will then promptly inform ECCSEL of its decision and the required details concerning the proposal (name(s) of the Applicant(s), dates and duration(s) of the Facility use and a brief description of the study topic, eventually name(s) of the funding entity which may have access to the results).

For both procedures:

In case the Application has been accepted:

- an invitation for Access, together with detailed instructions and documents, will be communicated by ECCSEL or directly by the Access Provider (in the case of Direct Procedure) to the Applicant(s) at least [4] weeks ahead of the scheduled Access;
- the Access Agreement will be signed (prior to the Access);
- the Access Summary Report form will be given to the User(s) by the Access Provider. The report contains sections related to the Access schedule, the main results and observations that were achieved, the declaration of any incidents/delay and the User(s) satisfaction level. The Access Summary Report may be different depending of the type of application and facility.

In case the Application has been rejected:

- general reasons and feedback will be given by ECCSEL in case of Peer Review Procedure and by the Access Provider in case of Direct Procedure;
- ECCSEL will not enter into further correspondence concerning this decision.

5. General Access commitments

5.1 General commitments of Access Providers

Access Providers:

- will provide guidance to User(s) to ensure that any Research related to Access and any material in the custody of the Access Provider during the Access is organized and undertaken within a framework of best practice that recognizes the rights of the User(s) and any third parties and takes full account of any related ethical, legal, confidentiality or IPR issues;
- will appoint a Local Contact Person to support the User(s) during the Access;
- will provide support, for example, by provision of manual(s), operating procedures, and/or specific training for the use of instrumentation/equipment during Access;
- will inform User(s) about operational requirements and in what form any samples need to be presented;
- will provide User(s) instruction on local HSE and other rules;
- will make clear any equipment that can only be used by Access Provider staff and not by the User(s) and specify how it will assist the User(s) with such equipment;
- have an adequate insurance policy (or similar indemnity in place relating to Access by visiting researchers and, if required, ask for proof of health assurance/assistance and liability coverage or similar from the User(s) prior to the Access; and
- will endeavour to provide Access in accordance with any quantity of availability dedicated to Research agreed with ECCSEL and for the concerned Facility(ies) .

5.2 General commitments for User(s)

User(s):

- will comply with all (local) applicable laws, regulations, guidelines, procedures and requirements;
- will obtain the required site entrance authorizations, including those concerning materials and equipment, customs clearance procedures and visa requirements;
- are responsible for fulfilling local HSE requirements related to the Research during the Access;
- are responsible for any materials, including samples or equipment brought by such User(s);
- will, if required by the Access Provider, have and be able to demonstrate adequate health assurance/assistance and liability coverage or similar is in place during the Access;
- will comply with reasonable supervision and instructions of the Access Provider and/or the Local Contact Person; and
- complete the Access Summary Report and submit it to the Access Provider(s) and ECCSEL within an agreed period.

6. Costs

6.1 Access costs

The Access costs will be based on actual costs or on unit costs calculation.

Depending of the type of experiment, the unit cost may be replaced with actual costs according to the specific requirements of the Applicant (for instance, specific analysis or consumables, use of toxic or aggressive reagents, modifications of the Facility, extra services, etc.). Applicant(s) should seek information from the Access Provider to fully understand what costs are included or excluded from a unit cost.

The Applicant(s) shall bear all Access costs, unless joint funding or other arrangements are agreed in advance.

Current indicative Access costs will be provided to ECCSEL for each Facility. If not publicly available in advance, this information can be communicated by ECCSEL to researchers expressing an interest in submitting an Access application to ECCSEL. Those indicative Access costs will be detailed depending the Access duration and/or experiment type and excluding taxes, if applicable. ECCSEL will always present those numbers as "indicative costs" while communicating them.

6.2 Material costs

User(s) shall bear all costs related to materials and their transport including samples, ~~and~~and equipment belonging to such User(s) and their insurance.

7. Communication and documentation

7.1 Information for potential Applicant(s)

ECCSEL will promote and widely publish the availability of Access by any suitable means including on the ECCSEL website.

7.2 Information relating to Applications

ECCSEL maintains to the extent legally possible, and in accordance with its adhesion to EU GDPR, appropriate documentation of the Access. This documentation includes records of the names, nationalities, and home institutions of the Applicant(s), as well as the nature and quantity of Access provided to them. At any time ECCSEL respects any legal secrecy obligations related to confidential information, including when communicating about the Applications.

8. Agreements

8.1 Service Level Agreement

ECCSEL and the Access Providers will complete Service Level Agreements related to Access to the Facility(ies). The Service Level Agreements include *(i.a.)* to the extent possible the information as stated in Articles 3.1 and 3.2 of the Access Policy.

ECCSEL provides a model Service Level Agreements for Access to Facility(ies).

8.2 Access Agreement

The Access Provider and the User(s) will agree an Access Agreement prior to and for Access to the Facility(ies) that, at least, contains clauses related to:

- the extent possible subject to confidentiality the information as stated in Articles 3.1 and 3.2 of the Access Policy;

- the extent possible the information as stated in Article 4.1 of the Access Policy;
- the extent possible the general Access commitments as stated in Article 5.1 and 5.2 of the Access Policy;
- legitimate, justified and valid conditions that have to be met for the Access to be denied or the Access Agreement to be terminated.

In particular:

- delivery date for the Access Summary Report;
- any Access arrangements, conditions and requirements;
- liability;
- insurance;
- confidentiality and non-disclosure;
- delays;
- intellectual property rights;
- labour law;
- documentation (for example the use of a Research notebook);
- use of equipment and samples;
- dispute resolution;
- communication;
- supervision;
- auditing; and
- force majeure;

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