



E-RIHS

EUROPEAN RESEARCH INFRASTRUCTURE
FOR HERITAGE SCIENCE

E-RIHS IP

European Research Infrastructure for Heritage Science

IMPLEMENTATION Phase

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D2.2 E-RIHS SLA Template

Lead Authors: Rémi Petitcol, Elodie Cazenave, Ohad Graber-Soudry

**With contributions from: Vania Virgili, Jan Van't Hof, Edwin Buijsen,
Marjolijn Weterings, Emilio Cano, Matija Strilč, Polonca Ropret**



ABSTRACT

This deliverable introduces an updated version of the E-RIHS Service Level Agreement (SLA) Template. This template will be used as a base of negotiation between E-RIHS ERIC and the several E-RIHS National Nodes.

This report first introduces the role of the SLAs within the general regulatory framework of E-RIHS, including the ERIC and the National Nodes. It then shows how the SLA Template was updated based on the progress made by the E-RIHS Implementation Phase on several strategic documents related to access, user engagement, quality assurance, and other topics. After the presentation of the SLA template itself, it concludes with its implementation perspective once E-RIHS is established as an ERIC.

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Authors (Partner)	FSP, Ohad Graber-Soudry (X-Officio)		
Responsible Author	Name: Rémi Petitcol	Email: remi.petitcol@sciences-patrimoine.org	

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ABBREVIATIONS

Abbreviations	Expansion
ERIC	European Research Infrastructure Consortium
HS	Heritage Science
IKCs	In-kind Contributions
SLA	Service Level Agreement
RoP	Rules of Procedure
DMP	Data Management Plan
WP	Work Package
iCNN	Interim Committee of National Nodes
iGA	Interim General Assembly

1. INTRODUCTION

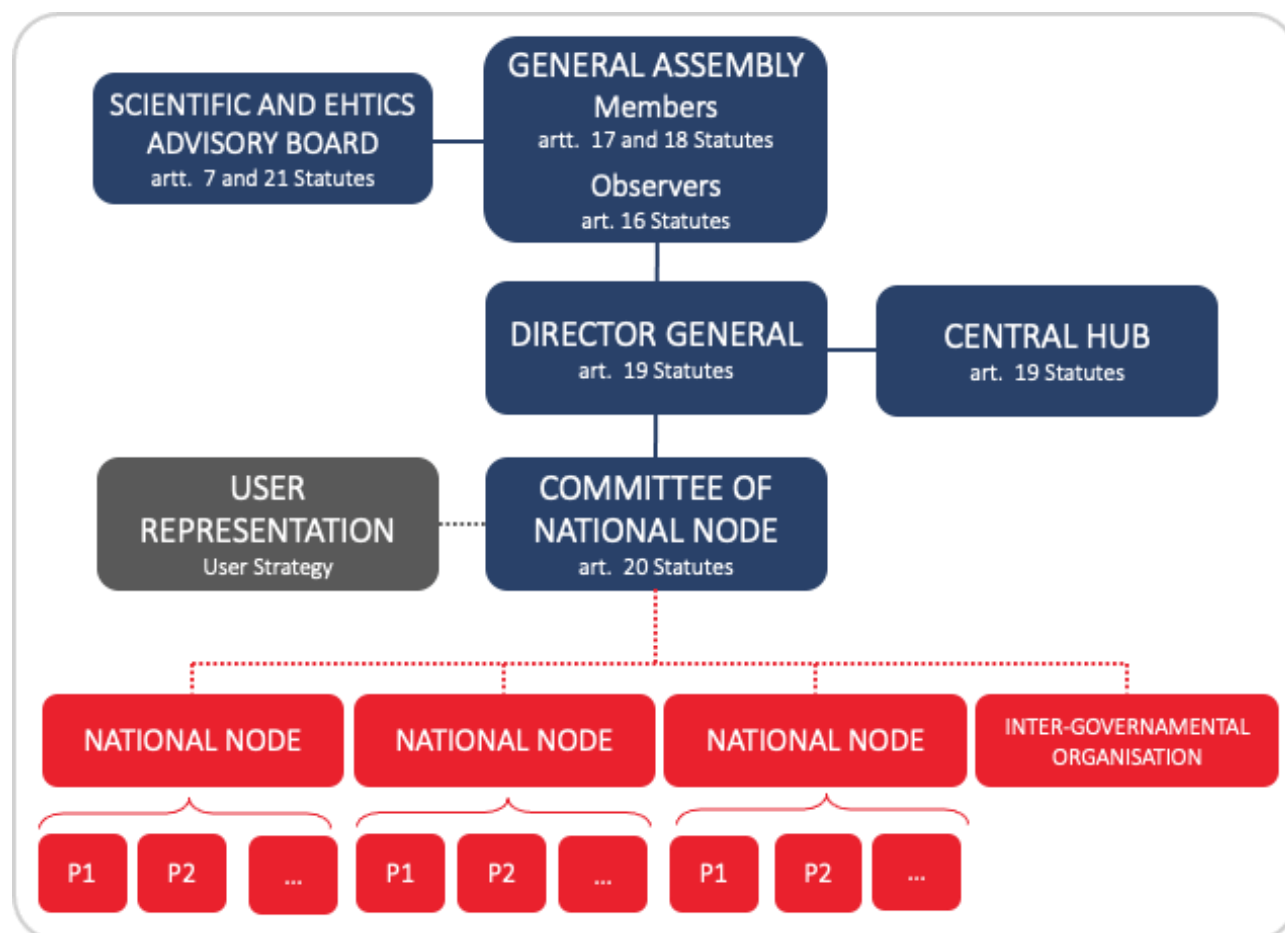
As a distributed research infrastructure, E-RIHS comprises several autonomous entities with a common mission and vision for connecting Heritage to Science. E-RIHS ERIC, sometimes referred to as “E-RIHS Europe”, is the central organisation for the infrastructure and is responsible for providing a governance structure and central services to the whole communities. Distributed services are provided directly by E-RIHS Partners through their participation in National Nodes. The E-RIHS community chose this governance design based on its collective experience in providing transnational access and organising Joint Research Activities after more than 20 years of European projects and after actively exchanging experiences with other European Research infrastructures.

This distribution of services and responsibilities provides E-RIHS with great flexibility and a capacity to adapt quickly to evolving user needs and to the different challenges faced by Heritage Science. Because this distribution requires the participation of several partner institutions or entities, it also creates organisational and legal challenges.

As an ERIC, E-RIHS is regulated by several internal documents and policies, and its functioning was organised to integrate the best practices identified through exchanges with other distributed European Research Infrastructures. Because national research and cultural heritage contexts are all different, National Nodes organise themselves freely to better serve. The E-RIHS Implementation Phase provides them with dedicated support and guidelines for successfully establishing a functioning national structure that can comply with E-RIHS policies and quality system. Service Level Agreements (SLAs) are a key tool to overcome potential challenges caused by this distribution of services and responsibilities. They provide a contractual agreement between the ERIC and National Nodes that details what each party needs to do and how to assess the activities so that users a fully integrated experience.

2. THE SLAs WITHIN THE E-RIHS REGULATORY FRAMEWORK

The E-RIHS regulatory system reflects the plurality of its stakeholders and the diversity of Heritage Science. It integrates several levels of scientific, technical and cultural heritage requirements into its governance structure. The complete governance structure is illustrated below:



The E-RIHS ERIC is the central organisation that manages all central services and political representation of Member and Observer countries and participating Intergovernmental Organisations. In particular, it provides a Single Entry Point to access the E-RIHS platforms (ARCHLAB, DIGILAB, FIXLAB, MOLAB) and manages the HS Academy. It is also responsible for setting up the quality system and monitoring all activities carried out under the E-RIHS label.

The red boxes represent two different categories of E-RIHS actors that are not directly part of the ERIC, meaning that they are separate legal entities organised in consortia or with their own legal personality. Intergovernmental organisations can participate in ERICs through different mechanisms, including signing a Memorandum of Understanding or entering into legally binding agreements with the ERIC. This will not be developed in this report. National Nodes are responsible for providing E-RIHS Member contributions in terms of scientific services and performing the related administrative and managerial tasks. These contributions are mostly provided in kind to the ERIC, although specific arrangements can be made for special contributions provided that they do not hinder the payment of the full E-RIHS Membership fee. National Nodes are composed of Partners (i.e. research laboratories, cultural heritage institutions, universities, etc.) that deliver the services. Partners enter into agreements with their National Nodes based on internal rules. The work carried

out within Task 2.2 of the project shows that most Partners enter National Nodes by signing a consortium agreement, but other options are possible, such as setting up an association or a joint research unit.

The ERIC operates in compliance with Council Regulation (EC) No 723/2009 of 25 June 2009 on the Community legal framework for a European Research Infrastructure Consortium (ERIC) and with applicable legislation in Italy, the host country. The identification of the other relevant European regulations or guidelines was carried out in collaboration with other ERICs through the ERIC forum, and the same was made for Italian laws and regulations through the Italian ERIC forum. The E-RIHS ERIC Statutes are the main internal regulatory document and set up a framework for all ERIC activities and bodies. It is adopted by all E-RIHS Members and seldom amended. In particular, it creates accounting mechanisms between the Director General, assisted by the Central Hub, and the E-RIHS Members through the General Assembly. This includes the right for the Director General to sign contracts on behalf of E-RIHS ERIC, including Service Level agreements. The Statutes also assign responsibilities to the National Coordinators as members of the Committee of National Nodes. These responsibilities are directly related to the activities of the National Nodes, thus creating a strategic forum for Nodes to operate as a single research infrastructure. Because the Statutes mainly provide general rules, the ERIC must also adopt Rules of Procedures to provide operative rules to its different bodies, including the Central Hub. The Rules of Procedures are based on the Statutes and describe the internal functioning of the ERIC.

Although both documents do not directly apply to National Nodes, they are key documents for the preparation of the Service Level Agreement because they frame the commitment of the ERIC as a party. In other words, they provide both a legal and operational basis for the SLA negotiation with the National Nodes and make apparent what contribution is needed from Nodes. The SLAs create a formal legal connection between separate parties: the ERIC and the National Nodes, which is represented by the red dotted lines on the governance schema. They are key tools for E-RIHS to operate as an integrated research infrastructure.

In order to implement the E-RIHS mission and activities described in the statutes and the internal repartition of tasks between the E-RIHS ERIC bodies performed by the Rules, several E-RIHS policies or guidelines were developed by the community within the E-RIHS Implementation Phase. These policies all address a particular topic relevant for either the whole E-RIHS community (Access policy, Data management policy, etc.), target ERIC and National Nodes managers (Accounting guidelines), or only the E-RIHS ERIC management itself (Human Resources policy, procurement policy, etc.). By participating in E-RIHS ERIC, Members are committing on behalf of their National Nodes and partners to comply with these policies. The SLAs provide a framework to facilitate the realisation of these commitments and set clear targets for National Nodes contributions.

3. THE E-RIHS SLA TEMPLATE

As described in D2.1, the preparation of the E-RIHS SLA Template was first based on the legal and governance expertise of X-Officio, a consulting firm hired by the project with extensive experience in working E-RIHS, including drafting Service Level Agreements for other ERICs. A first draft was prepared internally within Work Package 2 and presented to National Coordinators in a dedicated meeting in Krakow in June 2023. This version was then published as D2.1 in September 2023.

At the time of submission of D2.1, several E-RIHS policies that are relevant for the drafting of the SLA template were not yet ready. This second stage of the SLA preparation was thus mainly focused

on exchanging with the relevant project tasks involved in preparing these policies together with the interim National Coordinators Committee (iCNN). These exchanges were very helpful for preparing the SLA template and also led to a better inclusion of legal and governance issues in some key policies. The consultation of the E-RIHS Research Infrastructures Advisory Board (RIAB) and direct exchange of experience with other distributed infrastructures managers, although they were not always explicitly about SLAs, were also very helpful in identifying the key elements that must appear in the template.

In particular, the following policies or strategic documents have been identified as directly relevant to the preparation of the SLAs and lead to the revision or addition of provisions in the template:

Policy or strategic document	Corresponding Deliverables	Related article
Access Policy	D5.6 E-RIHS ERIC Access Policy	Art. 2, Art. 5, Art. 7, Art. 12, Annex 1
Accounting Guidelines	D2.3 E-RIHS Accounting Guidelines for Service Provision Costing	Art. 6, Art. 8, Annex 2
Business Plan	D5.4 Revised E-RIHS Business Plan	Art. 5, Art. 6
Catalogue of Services	D5.4 E-RIHS ERIC Catalogue of Services	Art. 2, Art. 6, Annex 1
Communication Strategy	D6.2 Dissemination, Exploitation and Communication Strategy of E-RIHS ERIC	Art. 2, Art. 4, Art. 12
Data Management Plan	D5.2 DMP for E-RIHS ERIC	Art. 2, Art. 5, Art. 9
HS Academy	D4.5 Revised E-RIHS Training Strategy	Art. 5, Art. 12, Annex 1
Intellectual Property Right	<i>(IPERION HS) D6.4 Implementation strategy for IPR Management</i>	Art. 2, Art. 8, Art. 11
Marketing Strategy	D4.2 Marketing Strategy for Boosting E-RIHS Services	Art. 2, Art. 4
Quality System	D3.5 E-RIHS Quality System Implementation Plan	Art. 5, Art. 7, Art. 9
User Strategy	D5.8 E-RIHS ERIC User Strategy	Art. 2, Art. 7

At the time of writing this deliverable, most of the policies for the preparation of the SLA have been published as deliverables or were in an advanced state. If some of them are modified by the future E-RIHS ERIC General Assembly before their approval, small revisions of this template could be considered for related provisions.

The complete SLA Template is available in Annex 1 of this deliverable.

4. TOWARDS THE IMPLEMENTATION

This deliverable provides a template for SLAs that will be used by the future E-RIHS ERIC Director General and National Coordinators to negotiate individual agreements between the ERIC and each Node. Although it has been prepared in collaboration with the interim Committee of National Nodes, there are still several steps to follow before SLAs can be signed.

4.1. Adaption to national contexts

With a large number of Members, E-RIHS ERIC will have National Nodes in several countries in the European Union and Associated Countries. Because each National Node operates in a specific legal, institutional but also scientific and cultural framework, there is a significant chance that some National Nodes will require adaptations of the template to fit their needs better.

These changes should comply with the E-RIHS Statutes and the different policies and maintain the same level of excellence in service delivery and administrative efficiency. Changes or additions could include:

- Additional references to the national context, including relevant national actors or policies in the background section.
- Additional definitions, if the National Node is planning to provide another type of contribution.
- Additional or more detailed reporting rules in case of specific contributions (in-kind contribution of premises, seconded or posted personnel, etc.).
- Additional references to ethical or professional standards.
- More detailed rules on economic activities and their limitations if the National Node is planning to provide such contributions.
- Additional contact persons or representatives.
- Different duration for the agreement, although it is strongly recommended to synchronise the duration of the agreement with E-RIHS Member commitments.
- Additional or more precise description of the services or their values in annexes, especially for the contributions that are not directly related to access or training provision.

These changes will be made by the Director General of the ERIC and the National Coordinators according to their own institutional rules.

4.2 Completing the necessary information

After negotiating potential changes to the text of the SLA Template, National Nodes must complete the two annexes in collaboration with the ERIC. In particular, the offer of services must be designed in collaboration with the Committee of National Nodes, which ensures that the overall E-RIHS access is coherent and up to the highest levels of scientific excellence.

This work has already been initiated within the interim Committee of National Nodes in collaboration with the E-RIHS IP WP5 and builds upon the legacy of several European projects, such as IPERION HS. Although the SLA annexes do not require a lot of technical information about the services provided, each service must be clearly identifiable, and the commitment must be measurable in terms of days, hours, shifts, or any other output.

Because the National contributions and the corresponding ERIC central services must evolve periodically to better address the E-RIHS user community needs, we recommend that the information provided within these annexes be updated regularly, for example, every year or every two years in order to have information on a complete access cycle, from the user proposal to post access duties. These updates should be based on user feedback, quality Key Performance Indicators (KPIs), and also available resources at the national level.

4.3 Recommended procedure for adoption and renewal

Because SLAs are complex documents that cover many different aspects of E-RIHS activities, it is important that they are prepared jointly by all stakeholders that will be bound by them. At the National Node Level, the National Coordinator should make sure that each specific partner agrees to their assigned contribution and obligations. This can be organised through internal Node consultation and negotiation with each providing partner to be first formalised in a national agreement that would serve as a basis for negotiating with the ERIC. It is important that all National Node partners and their parent authorities mentioned in the SLA agree to the contribution before the SLA is signed by the Node.

As described in D2.5, National Nodes should agree on a single signatory for the SLA, either through a dedicated provision in their national consortium agreement or through an ad hoc delegation of signatures to sign the SLA. We also recommend that the national representatives of the E-RIHS General Assembly be involved in the national preparation process.

At the ERIC level, the preparation of the SLA first involves the Director General and the Central Hub as primary interlocutors for the negotiation of the SLA. They are responsible for implementing the quality assurance checks that condition the offering of a service through E-RIHS.

The Committee of National Nodes, as represented by its Chair, should be consulted to assess whether the proposed contribution complements the other national contributions. If National Nodes request changes to the SLA Template, the Director General decides whether other ERIC bodies, such as the Scientific and Ethics Advisory Board or the Committee of National Nodes, should be consulted. Although the General Assembly does not need to approve the signature of the SLAs, its members should be updated regularly about the negotiation, signature, or amendments of the agreements.

The amendment or renewal process should follow the same process, with the difference that only partners affected by the amendment or renewal should be formally consulted. Partners that are not affected should still be informed of the process in a timely manner.

5. CONCLUSION

Service Level Agreements are key tools for ensuring the smooth functioning of E-RIHS as a distributed infrastructure composed of several legal entities. As contracts, they must transcribe each party's different obligations under the different E-RIHS policies and regulatory documents. It is important to look at these obligations within the overall E-RIHS vision and mission.

Although they are binding the parties that sign them, they are here to support the E-RIHS community as a whole and should be drafted and negotiated in a collaborative spirit, with enough robustness to ensure smooth functioning of the infrastructure, and implemented with enough flexibility to allow for adaptations to global and local challenges, and to deliver excellent, innovative Heritage

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Science in Europe and beyond. The use of this SLA Template should always be done in relation to the E-RIHS vision and mission and should build on the legacy of previous European projects.

ANNEX I: E-RIHS SERVICE LEVEL AGREEMENT TEMPLATE

Service Level Agreement

Between E-RIHS ERIC and [Name of the National Node]

IMPORTANT NOTICE: This Service Level Agreement is only a template for the purposes of facilitating discussions between E-RIHS ERIC and E-RIHS Nodes to support delivery of services, facilities and resources to E-RIHS ERIC and/or to Users. If this template is used, it needs to be developed further between the parties. This template is not capable of execution in its current form.

This agreement is made by and between:

- (1) **E-RIHS ERIC**, a European Research Infrastructure Consortium (ERIC) established by Commission Implementing Decision (EU) [XXXX/XXX of [DAY] [MONTH] [YEAR]], having its headquarter and statutory seat in Florence, Italy (Hereinafter “**E-RIHS ERIC**”), and
- (2) **E-RIHS** [Country] a [type of organisation], incorporated under the laws of [Country] whose registered office is at [address, city, County] (hereinafter “**National Node**”).

Hereinafter collectively referred to as the “Parties” and individually as “Party”.

1. Background

Convinced by the capacity of Heritage Science to respond to pressing global challenges impacting European Science and society through better understanding and conservation of Heritage, several interested countries expressed the need to further cooperation in a permanent structure that could strengthen the integration and the cohesion of Heritage Science communities and the leading position of Europe in this field. Based on the legacy of numerous European research projects and the contribution of relevant intergovernmental organisations, E-RIHS was set up as an ERIC on [XXXX/XXX of [DAY] [MONTH] [YEAR]].

As a distributed infrastructure, E-RIHS ERIC relies on a network of National Nodes that implement E-RIHS activities at the national level. Each Member of the ERIC has one National Node and a National Coordinator. Together, E-RIHS National Coordinators form the Committee of National Nodes. National Nodes are composed of one or several national institutions that participate in E-RIHS activities and complementary national activities. Although National Nodes are operated independently from E-RIHS ERIC, they comply with all E-RIHS policies and internal regulations.

2. Definitions

“**Access Platform**” means each of the four centrally managed interdisciplinary access platforms with distinct types of access and services provided (E-RIHS ARCHLAB, E-RIHS DIGILAB, E-RIHS FIXLAB, E-RIHS MOLAB) to different stakeholders, including but not limited to the E-RIHS scientific community.

“**Agreement**” means this Service Level Agreement, including its Annexes.

“**Data**” means all data, metadata, and paradata generated through E-RIHS activities or necessary for their successful conduct.

“**Effective Date**” means the date of signature by both Parties of this Agreement.

“**ERIC**” means European Research Infrastructure Consortium, regulated by Council Regulation (EC) No 723/2009, a distributed research infrastructure comprising National Nodes.

“**E-RIHS brand**” means the name, logo, visual identity or any other attribute that sets apart or distinguishes E-RIHS and its services from other organisations.

“**E-RIHS label**” means the set of core values that pervades through all E-RIHS ERIC activities and are ensured by E-RIHS ERIC quality standards, collectively representing the E-RIHS ERIC label,

“General Assembly” means the General Assembly of E-RIHS ERIC.

“Intellectual Property Rights” means patents, copyrights, trademarks, service marks, domain names, company names, registered designs, database rights, design rights, confidential information and trade secrets, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, including all rights in an action related to the infringement of any of the above.

“National Node” means the scientific communities of each country involved with E-RIHS as represented by a national consortium or organisation, with its own national coordinator.

“Services” means all activities carried out on behalf of the ERIC for the pursuit of its tasks and objectives.

“Statutes” means the Statutes of E-RIHS ERIC.

“User” means individuals and interdisciplinary teams from academic institutions, research centres or other public and private institutions involved in heritage science.

“Heritage Science” means “the interdisciplinary domain of scientific study of cultural and natural heritage. Heritage science draws on diverse humanities, sciences and engineering disciplines. It focuses on enhancing the understanding, care and sustainable use of heritage so it can enrich people's lives, both today and in the future. Heritage science is an umbrella term encompassing all forms of scientific enquiry into human works and the combined works of nature and humans, of value to people.” (ICCROM 2019)

3. Purpose of the Agreement

This Agreement sets out the terms and conditions on which the National Node shall contribute to E-RIHS ERIC’s activities and defines the relationship between E-RIHS ERIC and the National Node. It further sets out the rights and obligations of E-RIHS ERIC and the National Node, in particular regarding the resources, services and/or facilities that the National Node will provide to the E-RIHS ERIC and/or to Users, in accordance with the Statutes. This Agreement aims to enable E-RIHS ERIC and the National Node to work together effectively to fulfil the tasks and objectives of E-RIHS ERIC and to meet the needs of the user community.

4. General obligations of the Parties

The Parties agree to cooperate in good faith in order to achieve the objectives of this Agreement. Each Party shall perform its obligations under the Agreement in a timely, efficient and professional manner and use all reasonable efforts to achieve the objectives of the Agreement.

The Parties agree to respect an ethical framework and open science practices, especially as regards the interactions with external and for-profit partners and the protection of Heritage.

The Parties agree to maintain regular communication with each other throughout the term of the Agreement. Each party shall promptly notify the other party of any issues, concerns, or problems that arise in connection with the Agreement. The Parties shall work together to promptly resolve any such issues. The National Nodes shall report to the ERIC as provisioned by this Agreement.

The Parties agree to share all relevant information with each other that is necessary for the successful execution of this Agreement. Each party shall provide the other party with access to relevant reports, and other information that is necessary for the performance of their respective obligations under the Agreement.

The National Node shall play an active role in other E-RIHS ERIC relevant activities such as participating in E-RIHS ERIC activities and training courses, to the extent that these are connected with or relevant to this Agreement.

The Parties agree to use the E-RIHS brand identity and the E-RIHS label in a non-detrimental manner and according to the E-RIHS ERIC internal regulations.

5. Role and responsibilities of the parties

The National Node shall constitute the operational distributed infrastructure of E-RIHS ERIC and shall adhere to the operational rules and standards of E-RIHS ERIC's related operations as set out in the E-RIHS Statutes and Internal Regulations, and as may be amended by the General Assembly from time to time.

The National Node shall:

- Allow access to Users to the resources and services offered by it on fair and equal terms, subject to the relevant E-RIHS policies, including but not limited to the Access policy, the Data Management plan and the ethical framework.
- Ensure, subject to the E-RIHS ERIC Access Policy, to direct applications to the E-RIHS ERIC single point of access for applications to use the services and/or resources offered by the National Node under this Agreement.
- Ensure minimum response times to service-related requests from Users through the E-RIHS User Helpdesk or the HS Academy, and to feasibility assessments during the access proposals evaluation phase, as further detailed in Annex 1.
- Ensure sufficient level of support to Users for resolving service-related requests or incidents through the participation of its experts in the E-RIHS User Helpdesk and in the HS Academy.
- Limit its economic activities to activities that are closely related to its principal tasks, and that do not jeopardise the achievement thereof. It shall inform E-RIHS ERIC of all its economic activities.
- Implement appropriate technical and organisational measures adopted by E-RIHS ERIC to protect personal data and ensure compliance with GDPR Regulations for all E-RIHS ERIC-related activities and implement similar measures for its own activities.
- Implement the E-RIHS Training Strategy and ensure that training-related activities fully comply with the HS Academy guidelines, regardless of whether the training-related activities are provided as a Service, or whether they are organised nationally under the E-RIHS label and using the E-RIHS brand. In case of the organisation of national training-related activities, the National Node shall report to the E-RIHS Central Hub about the said activities.
- Implement quality assurance mechanisms in accordance with E-RIHS ERIC standards, or as otherwise provided by or agreed with E-RIHS ERIC, in order to ensure the necessary level of interaction, data and services to facilitate the timely and effective operation of E-RIHS.

E-RIHS ERIC shall:

- Provide all the central services and resources to enable the provision of National Nodes services, including but not limited to the Catalogue of Services, the E-RIHS Dashboard, the User Helpdesk and an E-RIHS Academy webpage.
- Communicate to Users the terms of access or use of services before the use of said services in clear, intelligible terms that include the use of results and, if applicable, the price of the service. If there are additional terms to the use of a service provided by the National Node, E-RIHS ERIC shall redirect the user to the National Node that shall communicate these additional terms in clear, intelligible terms that include the use of results and, if applicable, the price of the service.
- Ensure minimum response times to service-related requests to the User Helpdesk or the HS Academy and to Peer Review evaluation of the requests during the selection evaluation phase, whenever applicable and as further detailed in Annex 1.
- The National Node shall ensure sufficient level of support to Users for resolving central service-related requests or incidents.
- Implement appropriate technical and organisational measures to protect personal data and ensure compliance with GDPR Regulations and communicate them to the National Node.

6. Provision of service and resources by the parties

The National Node shall provide the resources, personnel, activities and/or facilities (the “Services”) set out in Annex 1, to E-RIHS ERIC and/or to Users, under the condition that E-RIHS ERIC provides the necessary central services to the National Node for the implementation of the E-RIHS policies.

The National Node shall advise E-RIHS ERIC of any changes to the Services and the Parties shall discuss and agree any changes to Annex 1.

Parts or all of the Services may be provided in the form of in-kind contributions. Services may not be provided at full cost. Services that are not provided entirely as in-kind contributions shall follow the E-RIHS internal pricing guidelines. The proposed value assigned to the Services that are provided in the form of in-kind contributions is set out in Annex 2. The proposed user price assigned to the Services that are not fully provided as-kind contribution is set out in Annex 2.

Annex 2 may be subject to additional review, changes, conditions and updates, as may be agreed by the Parties. The final values of the in-kind contributions and user prices set out in Annex 2 shall be subject to approval by the General Assembly and will only be valid following such unconditional approval.

The National Node shall complete the E-RIHS Catalogue of Services, including Access Platforms and training-related activities, communicate and disseminate this information at the national level, and contribute to broadening the Heritage Science community.

7. Appointment of representatives

E-RIHS ERIC shall appoint the following person for the general coordination of this Agreement: [name] [phone] [email]. This representative for the National Node shall also be responsible for the delivery of any reports required under clause 8 of this Agreement and act in a liaison capacity throughout the term of this Agreement.

The National Node shall designate the following contact persons:

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- An Access representative, who shall coordinate the delivery of the Services provided under this Agreement by the National Node and serve as the main contact point on behalf of the National Node.
- A Users representative, who shall be the main contact person for Users in the National Node
- A Quality representative shall be the main contact person for implementing the E-RIHS Quality System in the National Node.

The name, phone number and email address of each representative shall communicated in writing by the National Node to the E-RIHS Central Hub no longer than fifteen days after the signature of this agreement.

The National Node shall immediately notify in writing to E-RIHS ERIC of any changes in the identity of the representatives above.

8. Reporting

The National Node shall continuously report to the E-RIHS Central Hub data related to the use or access to services listed in Annex 1 that are not automatically collected or provided by Users on the E-RIHS Dashboard. This data includes publications, results, dissemination activities, communication activities, standards, IPR, datasets, impact, impact continuation, or other outcomes

The National Node shall inform E-RIHS ERIC of its national activities of potential European interest in a timely manner and provide a yearly recapitulation of all their activities to the E-RIHS Central Hub.

The National Node shall contribute to the E-RIHS ERIC annual report in a timely manner and follow the E-RIHS Accounting Guidelines for its financial reporting.

9. Quality assurance, assessment, and compliance with relevant policies

E-RIHS ERIC shall have the right to implement a quality assurance mechanism for the purpose of continuous improvement of the provision of the Services to Users by the National Node.

For that purpose, the National Node shall provide E-RIHS ERIC or external experts appointed by E-RIHS ERIC with all necessary information for the implementation of the E-RIHS Quality Assessment procedures, including continuous quality monitoring and measurement of Key Performance Indicators. E-RIHS ERIC or external experts appointed by E-RIHS shall endeavour not to disseminate this information outside of E-RIHS ERIC, including the Committee of National Nodes, without prior formal agreement from the National Node.

The National Node shall prepare E-RIHS Quality Manuals for its services based on a template provided by E-RIHS ERIC and shall make them available to Users selected by E-RIHS ERIC.

The National Node shall periodically perform a self-assessment of its Services based on internal E-RIHS Guidelines and communicate the results to E-RIHS ERIC.

E-RIHS ERIC shall have the right to monitor the level of usage by Users, type of usage, geographical distribution, User satisfaction, or by any other metric that could help improve the offer of Services provided that they comply with the General Data Protection Regulation (GDPR) in application of its internal policies.

E-RIHS ERIC and the National Node shall take appropriate measures to comply with the General Data Protection Regulation, including signing a Data Processing Agreement before exchanging personal data.

In case of failure to deliver, or where the quality of the Services is lower than specified, the General Assembly shall have the right to decide to terminate this Agreement with the National Node (in whole or in part).

10. Liability

The liability of any party for breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.

The maximum liability of the National Node to E-RIHS ERIC under or in connection with this Agreement shall not exceed the value (in cash and/or in-kind) of the Services provided under this Agreement. Nothing in this clause shall be deemed to exclude or limit in any way the National Node's liability for intentional wrongdoing or its statutory liability in respect of death or personal injury caused to any person due to the National Node's negligence.

11. Intellectual property rights

All Intellectual Property Rights, which are owned by any Party as at the Effective Date shall remain vested in that Party and nothing in this Agreement shall transfer ownership of such Intellectual Property Rights to any other Party or any third party, unless agreed separately in Annex 1 or otherwise in writing.

The National Node shall ensure that it has the necessary operating software licenses in place and relevant copyright or other Intellectual Property Rights required to enable it to carry out its obligations under this Agreement and allow Users to access its services.

The National Node shall further ensure that it notifies Users of their responsibility to obtain any additional licenses or permits required in connection with their usage of the services offered by the National Node under this Agreement.

If new Intellectual Property Rights generated by Users are capable of commercial or industrial exploitation, E-RIHS ERIC shall ensure that the IP is protected and exploited in a manner that recognises the contributions of individuals, their organisations and those of any other parties.

If there is a potential for such commercial exploitation, an investigation of whether there is an interest by private entities in creating marketable products should be carried out by E-RIHS ERIC in collaboration with the National Node.

Additional terms and conditions concerning IPR may be set out in Annex 1.

12. Acknowledgement

The National Node and E-RIHS ERIC shall jointly ensure that E-RIHS ERIC and the Service providers are properly acknowledged by Users using a model sentence provided by E-RIHS ERIC. It shall also ensure that Users are properly informed of their obligations regarding the publication of project summaries and other Service-related communication activities.

If a Party notices a failure to acknowledge E-RIHS ERIC and the Service provider by Users, it shall inform the other Party of the situation, and the E-RIHS Central Hub shall notify the Users.

If defaulting Users fail to rectify the situation in a reasonable delay, E-RIHS ERIC is liable to declare Users ineligible for access or use of the Services.

13. Confidentiality

The Parties acknowledge that during the term of this Agreement certain information may be disclosed by one Party to the other, which is and shall be treated as confidential by the recipient. In such circumstances the Party disclosing the confidential information shall make clear to the receiving Party that the relevant information is confidential. The receiving Party shall hold such relevant information in confidence and shall not use it for any purpose other than in accordance with this Agreement.

The receiving Party shall not disclose such confidential information, directly or indirectly or otherwise make available in whole or in part to third parties without the prior consent of the disclosing Party, except to the extent necessary by the recipient Party to its employees and officers and to its outside professional advisors.

The foregoing obligations shall not apply to any portion of the confidential information which the receiving Party can establish that it:

- was known to it prior to its receipt from the disclosing Party; or
- at the time of disclosure was, or thereafter becomes through no fault of the receiving Party, generally available to the public by publication or otherwise; or
- was received without any obligation of confidentiality from a third party which, to the best knowledge of the receiving Party, has the right to disclose the same; or
- was independently developed by the receiving Party without access or reference to the confidential information of the disclosing Party; or
- was disclosed in order to comply with applicable laws or regulations or with a court or administrative order.

The receiving Party shall, to the extent permitted by applicable law, impose the same obligations as set out above on all of its officers and employees having access to the confidential information, both during and following their retention by the receiving Party. Notwithstanding the foregoing, the receiving Party shall be liable for any breach of this obligation by its officers and employees.

14. Duration

This agreement shall commence on the Effective Date and shall continue until [INSERT DATE/CONDITION/EVENT/], unless terminated earlier in accordance with Clause 16.

15. Interpretation

The terms and conditions set out in this Agreement shall be subject to and interpreted in light of the Statutes of the E-RIHS ERIC and its Annexes. In case of contradiction between the wording of the Statutes and this Agreement, the wording of the Statutes and its Annexes shall prevail.

16. Termination

The National Node may terminate this Agreement at any time before the end of its term by giving a [XX] months' notice in writing to E-RIHS ERIC.

In case of a serious breach of this Agreement by the National Node, E-RIHS ERIC may terminate the Agreement by giving a six-month notice in writing to the National Node. A serious breach of this Agreement may also be considered a serious breach of the E-RIHS Member hosting the National Node under Article 14 of the E-RIHS ERIC Statutes.

The agreement may be terminated by E-RIHS ERIC at the end of the period of membership of the E-RIHS Member hosting the National Node if that member withdraws from the ERIC or has its membership terminated by the General Assembly.

17. Amendments

Amendments to or changes of this Agreement shall, in order to be valid, be made in writing and signed by authorized representatives of both Parties and shall be clearly stated as amendments to, or changes of this Agreement.

18. Assignment

Except with the prior written consent of E-RIHS ERIC, the National Node shall not assign, novate or otherwise transfer partially or totally any of its rights or obligations under this Agreement.

19. Notices

All notices, requests, consents, claims, demands and other communications shall be in writing and addressed to the respective Party's contact person set out in this Agreement.

20. Severability

In case any provision of this Agreement becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

21. Settlement of disputes and governing law

This Agreement shall be governed by and construed in accordance with the substantive laws of Italy.

In any dispute or difference of opinion between the Parties arising out of or in connection with this Agreement the Parties will attempt in good faith to settle it by negotiations. Either Party to the dispute may refer the issue to the respective Parties' contact persons who will then resolve the issue together. If the contact persons fail to agree the matter shall be transferred to executive level in the Parties' respective organisations, and in the case of E-RIHS ERIC, the Director General.

If the Parties are unable to settle any dispute by negotiation within thirty [30] days of notification of a dispute by one Party to any other Party, the Director General may escalate the dispute to the General Assembly, who shall make a decision on how to settle the dispute. The General Assembly shall have the right to refer the dispute to another forum, such as Alternative Dispute Resolution (ADR) or a court, in which case, the governing law shall be the substantive laws of Italy.

In **Witness whereof**, this Agreement has been executed in [XX] originals, of which the Parties have received one each.

E-RIHS ERIC	[Name of National Node]
<div>Date</div>	<div>Date</div>
<div>Signature</div>	<div>Signature</div>
<div>Name (in block letters)</div>	<div>Name (in block letters)</div>
<div>Position</div>	<div>Position</div>

Annex 1

List of services

The National Node undertakes to make the following Services available:

[Type of Services]

[The functionalities of the Services]

[The technical specifications of the Services]

[Number of units]

[Additional conditions concerning IPR]

[Applicable restrictions]

[Other conditions, including cost charged to Users]

Annex 2

Values of in-kind contributions

Item	Activity	Delivery date	Indicative Value	Approved Value

REFERENCES

- D2.3 E-RIHS accounting Guidelines for Service Provision Costing, E-RIHS IP, 2024.
- D2.4 Governance of central hub and national hubs, E-RIHS PP, 2020.
- D3.3 Data Management Policy, E-RIHS PP, 2019.)
- D3.4 In-kind contribution: evaluation and accounting strategy, E-RIHS PP, 2020.
- D3.5 E-RIHS Quality System Implementation Plan, E-RIHS IP, 2024.
- D4.2 Marketing Strategy for Boosting E-RIHS Services, E-RIHS IP, 2024.
- D4.5 Revised E-RIHS Training Strategy, E-RIHS IP, 2024.
- D5.2 Data Management Plan for E-RIHS ERIC, E-RIHS IP, 2024.
- D5.4 Revised E-RIHS Business Plan, E-RIHS IP, 2024.
- D5.6 E-RIHS ERIC Access Policy, E-RIHS IP, 2024.
- D5.8 E-RIHS ERIC User Strategy, E-RIHS IP, 2024.
- D6.2 Dissemination, Exploitation and Communication Strategy of E-RIHS ERIC, E-RIHS IP, 2024.
- D6.4 Implementation strategy for IPR Management, IPERION HS, 2023.
- D11.1 E-RIHS Business Plan, E-RIHS PP, 2020.