



Deliverable 1.2: Consolidation of access policies and legal framework for atmospheric research infrastructures

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Lead beneficiary	CEAM
Author(s)	M. Ródenas (CEAM), A. Muñoz (CEAM), C. Cornacchia (CNR)
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Acronym list

Acronym	Meaning
ACTRIS	Aerosol, Clouds and Trace Gases Research Infrastructure
ATMO-ACCESS	Integrating Activity project supporting access to atmospheric research infrastructures
CC BY	Creative Commons Attribution license
CC BY-NC	Creative Commons Attribution-Non-Commercial license
DC	Data Centre
DMP	Data Management Plan
DOI	Digital Object Identifier
EEA	European Economic Area
EMBRC	European Marine Biological Resource Centre
ENVRI	Environmental Research Infrastructures (community/cluster)
ERIC	European Research Infrastructure Consortium
ESFRI	European Strategy Forum on Research Infrastructures
FAIR	Findable, Accessible, Interoperable and Reusable
GDPR	General Data Protection Regulation
H2020	Horizon 2020 (EU research and innovation programme)
IAGOS	In-service Aircraft for a Global Observing System
ICOS	Integrated Carbon Observation System
INSPIRE	Infrastructure for Spatial Information in the European Community
IPR	Intellectual Property Rights
NFFA-Europe	Nanoscience Foundries and Fine Analysis Europe
OECD	Organisation for Economic Co-operation and Development
PI	Principal Investigator
PID	Persistent (Digital) Identifier
RI	Research Infrastructure
TNA	Transnational Access

1 Introduction

This document has been prepared within the ATMO-ACCESS project and, in particular, in the framework of Work package 1 (WP1): “Developing the concept and guidelines for access to distributed atmospheric Research Infrastructures”. The main objective of WP1 is to define a synergistic framework with guidelines and cost scheme for access to atmospheric Research Infrastructures (RI) to enhance user-friendly and easy access to services provided by atmospheric research facilities in ATMO-ACCESS.

Developing a unified legal framework is essential for establishing fair and effective access conditions for the whole atmospheric research community. This Deliverable aims to give recommendations on “Consolidation of access policies and legal framework for atmospheric research infrastructures”, named Task 1.2.

A review of access policies from different RIs has been used as the foundation to elaborate a common policy and legal framework for accesses. That review was carried out in Milestone 1.2: *Analysis of Access policies and legal framework regulating the Access provision*¹, where the policy on access and data policies from a total of 19 RIs was examined. It was observed that some RIs present an advanced legal maturity and have developed extensive regulation in their internal policies, while regulation is scarce in others. As one of the RIs with the most developed access policy, ACTRIS has provided substantial input to this document. Additionally, policies from other RIs (IAGOS, ICOS, NFFA-Europe, INTERACT, ENVRI, etc) have also been incorporated in this document.

2 Purpose

The purpose of this document is to compile a series of **recommendations** that will define a common legal framework for access provision, data access and use of services. It also considers the requirements for common user policy and/or user service agreements to address the scope of rights and responsibilities between facility operators and users for synergistic use of

¹ https://wp1.aeris-data.fr/wp-content-aeris/uploads/sites/82/2024/05/ATMO_ACCESS_WP1_MS1_2.pdf

atmospheric facilities, including terms and conditions, access data management, publications, ethical and liability issues and intellectual property rights for different kinds of users.

3 European legal frameworks and policies

This access policy aligns with the overall European legal framework related to environmental data, information and databases, health and safety at work. In particular, the related normative considered can be found in the following directives and guidelines:

- Aarhus Convention (access to environmental data),²
- The General Data Protection Regulation (GDPR), 2016/679, is a Regulation in EU law on data protection and privacy in the EU and the European Economic Area (EEA). for the protection of natural persons with regard to the processing of personal data and on the free movement of such data³,
- Council Directive 89/391/EEC of 12 June 1989 on the introduction of measures to encourage improvements in the safety and health of workers at work⁴,
- Directive 2007/2/EC of the European Parliament and of the Council of 14 March 2007 on establishing an Infrastructure for Spatial Information in the European Community (INSPIRE) (sharing of the spatial information among public sector organisations and access to the spatial data)⁵,
- Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases⁶,
- Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs⁷,

² <https://unece.org/environment-policy/public-participation/aarhus-convention/text>

³ <https://eur-lex.europa.eu/eli/reg/2016/679/oj>

⁴ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A31989L0391>

⁵ <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX:32007L0002>

⁶ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A31996L0009>

⁷ <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX%3A32009L0024>

- Directive (EU) 2019/1024 of the European Parliament and of the Council of 20 June 2019 on open data and the re-use of public sector information⁸
- European Charter for Access to Research Infrastructures (principles and guidelines for access policies)⁹,
- OECD Principles and Guidelines for Access to Research Data from Public Funding¹⁰.

This access and service policy acknowledges the ongoing work of the European Commission and the European Strategy Forum on Research Infrastructures - ESFRI fostering the following principles:

- FAIR (findable, accessible, interoperable and re-usable)¹¹ principles for data access, sharing and use.
- Open access and open science strategy promoted by the European Commission¹², aiming to democratize access to research data and encourage transparency and collaboration. It also promotes the development of data management plans.
- Personal data are handled in compliance with the EU General Data Protection Regulation (GDPR)¹³ and that commercial interests are protected by ensuring that intellectual property rights are respected. Overall, the Data Policy aims to ensure that research infrastructures promote the use and reuse of data, while respecting ethical, legal, and commercial considerations.

4 Feedback from the ATMO-ACCESS community

ATMO-ACCESS encompasses diverse communities, ACTRIS, IAGOS and ICOS, each with its own specificities. Additionally, there are various types of access provided by ACTRIS. The opinion of the whole community is crucial for refining and optimizing a recommended common legal framework for access provision that takes into account such diversity. The existing access policies

⁸ <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32019L1024>

⁹ <https://op.europa.eu/en/publication-detail/-/publication/78e87306-48bc-11e6-9c64-01aa75ed71a1/>

¹⁰ https://www.oecd-ilibrary.org/science-and-technology/oecd-principles-and-guidelines-for-access-to-research-data-from-public-funding_9789264034020-en-fr

¹¹ <https://www.go-fair.org/fair-principles/>

¹² https://research-and-innovation.ec.europa.eu/strategy/strategy-2020-2024/our-digital-future/open-science_en

¹³ <https://gdpr-info.eu/>

from different RIs were first discussed in dedicated WP1 meetings and then presented to the ATMO-ACCESS community during the annual meeting in 2023 and in 2024, where they were discussed. The community provided feedback through discussions, questionnaires and Slido polls.

- A Slido poll was conducted in the context of the ATMO-ACCESS annual meeting in 2023, and it was left accessible for one more week after the meeting to collect additional inputs, therefore 27th March – 7th April. The questions were related to the key questions discussed after the presentation of RI's access policies, i.e. types of licenses for the data, access to data, the need to implement special policy for the industry, the need to regulate and include additional aspects.
- A questionnaire targeting ATMO-ACCESS access providers was open between 23rd February – 8th March 2024. The form consisted of several questions focusing on the main project components (access organization, terms of use of the data, publication co-authorship...). The main aim of this action was to gather feedback that could help shape recommendations on access to the RI of the atmospheric domain. The feedback gathered was presented during the ATMO-ACCESS annual meeting on 19th-21st March 2024.

Regarding **data licensing**, the general preference observed in RI policies reviewed in the ATMO-ACCESS Milestone 1.2 and exposed to the community in the meeting is for the CC BY license, although some RIs also use CC BY NC to restrict commercial use. Nevertheless, of the 21 replies received, 62% favored CC BY with restrictions on commercial use, while 29% felt CC BY was adequate. Both options are recommended in this document. As for the need to revisit and discuss the existing special policies for **the industry sector** (e.g. data sharing, intellectual property rights, etc.) 52% of the replies were N/A, and an equal percentage of 24% said Yes and No. Comments were about regulating authorship and when data would be made public. The live discussion showed interventions that agreed with being flexible in the case of involving the industry to engage them. Besides, replies reflected a 48% that agreed about the existing level of coverage of policies regulating access, while comments within the 14% voting NO actually stated that the policy should guarantee that it covers all the particularities of the different members.

Another major topic of discussion was the level of **co-authorship** for access providers and users in publications resulting from access projects. Among the 33 responses from the questionnaire, 48.5% of the access providers stated that co-authorship should depend on the level of involvement of access providers in the research project, 45.5% believed both users and providers should be co-authors, and 6% indicated that the decision depends on the type of access (physical/remote vs. virtual). None of the respondents replied that access providers should only be acknowledged. The consensus was that acknowledgment alone is neither fair nor sufficient. Co-authorship should be offered for physical and in remote access, while acknowledgment might suffice for virtual access. In any case, each case should be evaluated individually and agreed between users and access providers.

The idea of drafting a general template for the Terms of Use Agreement, to be completed prior to access, was also discussed during the 2024 annual meeting. Surprisingly, very few research institutions have their own facility-specific Terms of Use agreements. Even some access providers commented that in their experience, companies had shown little interest in signing confidentiality agreements, citing the excessive workload and additional paperwork involving legal services and administration. A member of the ATMO-ACCESS Scientific Advisory Board, coming from the EMBRC RI, participated in the discussion noting that establishing a common access policy is challenging due to the specific requirements of different facilities and countries. For these reasons, the existing Terms of Use Agreement (see Annex A) developed in ACTRIS IMP D7.2 is an example of a document that has been considered to include sufficient terms to regulate access. Finally, 91% of the replies agreed on the aspects covered in the policies exposed and that there was no other point to be regulated. The only comment received by the remaining 9% was not actually related to the question but to cost calculations.

5 Recommended policies

From the review of access policies and legal framework for RIs in Milestone 1.2, a number of regulated key topics were identified. With higher or lower detail, the visited policies promote the same principles in general, i.e. FAIR, open access, and compliance with GDPR, with no relevant discrepancy. The document also collected detailed policies from different RIs related to those topics, which have also been included or summarized here. This deliverable is structured over the same topics.

5.1 General requisites for users

The requisites for users are designed to ensure that the infrastructure is used safely, efficiently and effectively, and that the research conducted using the infrastructure is of high quality, that it has the potential to make a significant contribution to the scientific community, and that it complies with ethical and legal requirements.

- Users must comply with all applicable national, regional, and local laws, as well as host institution regulations and health and safety requirements.
- Access providers are obligated to offer on-site support and advice to users regarding project preparation, feasibility studies, training, travel and subsistence support, logistics, space, and data analysis. They might also provide details about the host institution's policy if applicable.
- Users must secure their own insurance. Hosting institutions can require specific insurance and proof of such.
- There must be an agreement on the dissemination of research outcomes and open data, with flexible requests when users from the private sector are involved.
- Specific eligibility conditions depending on funding stream.

In the case of transnational access financed by EU projects, the leader of the user group and the majority of users must work in a different country from where the installation is located. Transnational access (TNA) cannot be granted to an infrastructure/installation within the same country where the leader of the user group and the majority of the groups work. Thus, applicants are ineligible for TA to their national infrastructures. ACTRIS IMP D7.2 collects the terms of use agreement, which states that after acceptance of a user project, a specific agreement summarizing the rights and obligations of both access providers and users should be signed. An example of these terms of use agreement can be found in Appendix A of this deliverable. Additionally, users and providers can incorporate additional agreements.

If RIs choose to create a Terms of Use Agreement, when signing it users are requested to accept the access conditions. The document should address the following points:

- Compliance with the RI Data Policy and the access and service policy.
- Compliance with the applicable legislation, institute's regulations, hygiene and safety rules, local data management process, etc.
- Confirmation of the users' responsibility to provide their own insurance.

- Confirmation to disseminate the results (via open access).
- Recognition of the facility and personal contributions in the agreed terms.
- Confirmation to provide data related to the DC.
- Other aspects (if applicable): e.g. specific protocols concerning transport and access to the facility.
- Confirm the avoidance of double financing (different from co-financing) by signing a user acknowledgment statement. They are then requested to contact the access provider to plan their access.

5.2 Policy on data storage

The Data Policy aims at setting the principles to govern the collection, storage and management of research data. It aims at ensuring the FAIR principles for data: findable, accessible, interoperable, and reusable, and that data are collected and managed ethically, and in compliance with relevant laws, regulations, and ethical guidelines. The data policy of the RIs consulted in Milestone 1.2 is aligned with these principles. Considering the already approved ACTRIS Data Policy, some of its general recommendations valid also for other research infrastructures in atmospheric domain are listed above:

- Data need to be preserved and archived for long term.
- All the steps of the data lifecycle (e.g. collection, curation, data production, preservation, publishing and use) need to be traced and documented.
- The details of the data lifecycle and data management need to be outlined in the RI Data Management Plan (DMP).
- Data generated through access will be stored in a RI Data Centre (DC), which compiles, archives, and provides access to well-documented and traceable measurement data and data products. This might include digital tools for data quality control, analysis, visualization, and research.
- The RI will be responsible for tracking all public data produced and will manage the front-end website and applications that display the data.
- RI data and products should adhere to the principles of being findable, accessible, interoperable, and reusable (FAIR).

- The RI will define which level of data will be made public, and might restrict access in lower data levels, e.g. raw data.
- The Data Repository should contain datasets and associated metadata. The RI data policy will describe the points addressed in the metadata and may include descriptive, structural, and contextual information that describes the context, content, and structure of research data and/or datasets and their management over time.
- RIs will assign a Persistent Digital Identifiers (PID) or Digital Object Identifier (DOI), in general to the final data.
- Due to technical reasons, and depending on the type, volume of data, and economic impact of long-term data storage, access to data through machine-to-machine (M2M) interfaces may be limited for a certain period of time. Consequently, the RI reserves the right to set a retention period in consultation with the beneficiaries involved.
- The data and metadata will remain confidential for a given period of time and will be made openly accessible afterwards. This period may be extended if adequately justified, for instance, data being used for an ongoing publication. This process goes from the drafting process to the publication itself, however, the embargo after the data were produced will be limited. These periods will be declared in the RI policy and in the Terms of Use Agreement.

5.3 Data access

The policy on the management of research data refers to guidelines and regulations on research data and metadata collected in the access. The goal of such policies is to ensure the integrity, accuracy, and reliability of research data and to facilitate their accessibility for future use.

ACTRIS has formerly developed extensive legislation on data policy. More details can be found at ACTRIS – PPP D2.3. The following statements, which could be used as recommendations for other atmospheric-related RIs, are promoted:

- Users will register in the RI's data portal to access data
- The data policy shall be implemented in compliance with the RI access and service policy.
- The principles of FAIR and Open Science for data access are promoted, with reasonable restrictions in line with open access principles for specific datasets, particularly when access could jeopardize potential industrial/commercial use, violate personal data protection rules, or confidentiality for security reasons.

- Restrictions may also be applied based on specific agreements or other justified reasons agreed upon with data originators, making some data, digital tools, and services available only after a certain period or requiring authentication and separate permission.
- Data and digital tools shall be available according to license conditions.
- Users are encouraged to make data from TNA projects available for archiving and access via the RI Data Centre (DC). Tools developed in the framework of EU-funded initiatives, (such as ATMO-ACCESS) allow submission of TNA data via the “homeless data portal,” ensuring long-term curation and visibility. This service is handled according to the FAIR principles as far as possible and includes DOI minting for datasets if requested. The portal is open to past TNA project PIs and can be accessed free of charge at the link:
<https://www.atmo-access.eu/virtual-access/#/>.
- All proceedings related to access and sharing must be compliant with national and European legislation such as the GDPR which includes a Code of Conduct (Article 40).
- Users shall give the RI a worldwide, free of charge, perpetual, transferable, non-exclusive right to use for any purpose the data and related documents generated by them within the Physical, Remote or Virtual access. This right includes, but is not restricted to, the right to modify, reproduce, sublicense, incorporate to other data, other databases or other tools as well as produce new developments.
- Reasonable limitations and restrictions, still in line with the principle of open access, may be applied to protect potential industrial or commercial use, personal data, confidentiality, or the protection of human subjects or endangered species.
- Depending on the type of user (i.e.: industrial), limitations may also occur in order to respect potential Intellectual Property Rights, trade secrets, commercial sensitivity or the confidentiality of certain information not accessible for research.

5.4 User's personal data

The policy on retention of user's information sets guidelines and regulations on individuals' right to access and correct their personal information that has been collected and used as part of the access to the RI, i.e. before or during the access.

The EU implemented the General Data Protection Regulation (GDPR) in 2018, which is a comprehensive data protection regulation setting out the rules for the collection, use, handling,

storage, deletion and processing of personal data of individuals within the EU. It applies to any organization, whether located within or outside the EU, that processes personal data of individuals within the EU and the failure to comply with it can result in significant fines and penalties.

Under the GDPR, organizations that handle personal data must comply with certain principles, including transparency, purpose limitation, data minimization, accuracy, storage limitation, and confidentiality. They must also obtain explicit consent from individuals for collecting and using their personal data, and provide them with the right to access, correct, and delete their data.

RIs have designed the access management process in order to protect the privacy and confidentiality of research participants, informing the individuals about their right to access and correct their personal information, accordingly to GDPR.

As an example, and in line with the other RIs that regulate this aspect, ACTRIS follows the Regulation (EU) 2016/679 of the European Parliament and of the Council, 27 April 2016¹⁴ on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, personal data shall be processed according to the following principles. Personal data shall be:

- Processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency').
- Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes.
- Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation').
- Accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy').

¹⁴ Found in [ACTRIS PPP Deliverable 2.2: ACTRIS Ethical Guidelines](#)

- Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed.
- Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').
- Users have the right to have access to their personal information held by the RI, request a copy and to have this information corrected and amended.
- Personal data shall be processed on the basis of the consent of the data subject concerned or some other legitimate basis, laid down by law. The basis of data collection and processing shall be clearly stated.
- Personal data will be retained for a given period of time from the latest access. However, the user can ask at any time to interrupt the processing of the data or have data canceled.

5.5 Reporting and Publications Policy

Reporting and publication refer to the guidelines and rules that researchers and publishers must follow when reporting and disseminating scientific findings to the scientific community and the general public. These policies are designed to ensure that scientific research is conducted and reported in an ethical, transparent, and rigorous manner.

Users are generally expected to make their publications available through open-access repositories as well as to disseminate the results from their access (except for users from the private sector). The following principles are promoted:

- Access data via the RI DC, based on open access principles.
- Publications available in open-access repositories.
- Publications in peer-reviewed online journals (open access).
- Dissemination of results in conferences and other venues as openly as possible.

Users are expected to communicate publication references resulting from access projects to and they must ensure proper citation and acknowledgment. In fact, users must acknowledge the RI's support and especially the use of facilities and the contributions of personnel. The intellectual

investment of investigators involved in creating data or tools should always be acknowledged, following copyright laws and scientific norms. Furthermore, following good scientific practice, users should offer co-authorship to those people working at RIs facilities who made significant contributions to their work. The terms of acknowledgment and co-authorship will be agreed between users and providers.

An activity report summarizing the access must be reported by the user within a reasonable timeframe after the end of the access.

5.6 Intellectual Property

Intellectual property rights (IPR) refer to the legal protections afforded to scientific discoveries, inventions, and other forms of intellectual property. It can include patents, trademarks, copyrights, etc.

Ownership

Ownership and intellectual property rights to any data or data-related tools, databases, software, prototypes, new tools or methodologies or any other products that are generated in relation to the access shall belong to those who have generated them in accordance with the applicable legislation. Those who have jointly generated work shall have joint ownership and they shall agree separately upon the conditions of the joint ownership. Joint ownership should be agreed on in specific contractual arrangements (joint ownership agreement)

Ownership and IPR to the data generated within the RI belongs to that/those having generated it, in accordance with national legislations. Jointly owned RI's data is defined by joint ownership. The RI should aim at getting access rights to data from all its components.

Third party rights

Third party rights are intellectual property rights which the RI, the RI components have not generated themselves and do not own. If any of them use such third-party rights as part of their own intellectual property, they must ensure that the intellectual property rights of the third parties are respected and that they have the authorisation of the right holders to grant access rights in accordance with this policy.

No warranties are given by the RI, the components and they disclaim any express and implied warranties of non-infringement of third-party intellectual property rights, patentability, safety, industrial or commercial suitability or fitness for a particular purpose of the data, tools, products or services provided in accordance with this policy.

Access rights for the RI

The users have ownership of their own works. If the users submit their data resulting from the access to the RI's DC, the users shall give to the RI access rights to data and related documents generated. It can be considered that, as stated in the ACTRIS Access and Service policy, the access right is a worldwide, free of charge, perpetual, transferable, non-exclusive right to use for any purpose the data and related documents generated by them within the physical, remote or virtual access. This right includes, but is not restricted to, the right to modify, reproduce, sublicense, incorporate to other data, other databases or other tools as well as produce new developments. However, all use of data must be in line with the RI's ethical guidelines and scientific integrity must always be followed and respected. The RI shall not give any guarantees or warranties for the results gained by using the access services.

For justified and legitimate reasons the RI may allow exceptions to the expected access rights, for example, when the use of the results by the RI could jeopardize a potential industrial/commercial use, violate the rules on personal data protection or on confidentiality for security reasons, or for any other legitimate reason to be agreed upon in writing case by case basis. Such exceptions are agreed upon with the RI. More information on legal issues is provided in the background document to the ACTRIS data policy (ACTRIS PPP D6.1), which can be applicable to other RIs.

Licenses

It is recommended to license publications and data using Creative Commons Attribution International Public License, Creative Commons Public Domain Dedication or equivalent. Open access licenses are encouraged. The most recommended license is [CC BY](#): This license lets others distribute, remix, adapt, and build upon your work, even commercially, as long as they credit the creator for the original creation. The license [CC BY NC](#), similar to CC BY and in which only non-commercial uses of the work are permitted, can be also considered.


To facilitate consistent engagement between access providers and users, this deliverable provides a set of ready-to-use templates in the Annexes, based on the recommendations outlined in this document. Specifically: Annex A (Access Terms of Use Agreement), Annex B (Mutual Non-Disclosure Agreement/Confidentiality template), Annex C (Model IPR) and Annex D (Clause of Publication/Embargo). These templates are indicative starting points and should be reviewed and adapted by the parties involved to fit the specific engagement.

6 References

- [ACTRIS Access Management Plan](#)
- [IAGOS Data Management Plan](#)
- [ICOS Data license](#)
- [ICOS ERIC Privacy policy](#)
- [ACTRIS PPP Deliverable 2.2: ACTRIS Ethical Guidelines](#)
- [ACTRIS Data Policy](#)
- [ACTRIS Access and Service Policy](#)
- [ACTRIS PPP Deliverable D6.1: Recommendations for Data Policy–A background document](#)
- [ACTRIS PPP Deliverable D6.3: Report on access rules and modalities and recommendations for ACTRIS access policy](#)
- [ACTRIS IMP Deliverable 2.3: List of ACTRIS policies, internal rules and legal agreement templates](#)
- [ACTRIS IMP Deliverable 7.2: Recommendations for implementing access to ACTRIS services](#)
- [ATMO-ACCESS Milestone 1.2: Analysis of Access policies and legal framework regulating the Access provision](#)
- Websites of RIs studied in ATMO-ACCESS Milestone 1.2, especially:
 - NFFA-EUROPE. <https://www.nffa.eu/news/project-updates/pilot-nep/>
 - INTERACT. <https://eu-interact.org/project/>
 - ENVRI. <https://www.envriplus.eu/>
 - ICOS. <https://www.icos-cp.eu/>
 - IAGOS. <https://www.iagos.org/>

The following Annexes implement the policies recommended in Section 5 and are intended for direct reuse by partners.

Annex A. ACTRIS Access Terms of Use Agreement.



Facility	To:	TNA Project Leader
[Access Provider Name]		[Name of TNA project leader]
[Name of Facility]		[Home institution and address]
[Name of Service Provider]	Cc.:	SAMU samu.imaa@cnr.it
[Address of Service Provider]		

Access Terms of use agreement

Your access project has been accepted [if applicable, add *"and you are granted financial support by XXX to facilitate the execution of the project"*]. Please find below the useful information you need to help you prepare your access project.

- **User obligations:** Your project must comply with the [ACTRIS Data Policy](#) and the [ACTRIS access and service policy](#).
 - Remind the user of the steps needed to ensure an efficient access process:
 - *Before your visit:*
Fill in the Acknowledgement of access terms (including insurance policy) on [PASS](#)
 - *At the end of your visit (before you leave the facility):*
Notify access completion through [PASS](#)
 - *Within 2 weeks after the end of your TNA*

The project PI is requested to provide all mandatory TNA reporting documents within a reasonable time frame after the end of the TNA. All documents will be submitted through [PASS](#) including the following documents:

- TNA feedback questionnaire
- Scientific activity report.
- Submit the TNA data to the ACTRIS Data Centre
- Additionally, any results from work carried out under this activity (e.g., publications, conference contributions) must be reporting to the SAMU (samu@imaa.cnr.it) and must acknowledge the project and support of the European Commission as follows: "This [infrastructure] [insert type of result] is part of a project that has received funding from [project details]."

- **Facility onsite support**
 - *Description of the support offered to the users in terms of project preparation, feasibility study, training, travel and subsistence support, logistics, space, data analysis.*
 - *Inform about specific local Data management plan procedure.*
- **Specific procedures**
 - *Inform of applicable legislation, institution' regulations, hygiene and safety rules*
 - *Inform users in advance in case they need to apply for specific clearance and if ID /badges are needed to access the site.*
 - *Insurance policies and responsibility.*
 - *If applicable: specific protocols concerning transport and access to the facility.*
 - *Include facility main contacts (email/phone) and emergency contacts (112...)*
- **Logistics and accommodation**
 - *Description of how to reach the facility including a map if feasible.*
 - *List accommodation options close to the facility*
- [if applicable, add **Reimbursement procedures** (in the frame of an EU project) in line with the hosting institute's administration procedures to ensure smooth use of the TNA grant:
 - *Information / paperwork needed before the visit.*
 - *Information / paperwork requested to justify the expenses]*

Annex B. Mutual Non-Disclosure Agreement (NDA)

Effective Date: Date: [YYYY-MM-DD]

Parties: Disclosing Party (DP; access provider): [LEGAL NAME], [ENTITY TYPE], [ADDRESS] and
Receiving Party (RP; user): [LEGAL NAME], [ENTITY TYPE], [ADDRESS].

Each is a “Party” and together the “Parties”.

1. Purpose

Exchange of information in support of atmospheric Research Infrastructure (“RI”) activities, including (as applicable) access/TA–TNA preparation and delivery, service provision, data handling via RI Data Centres, and related collaboration (the “Purpose”).

2. Confidential Information

“Confidential Information” means any non-public information disclosed by a Party (“Disclosing Party”) to the other (“Receiving Party”) that is marked confidential or reasonably should be understood as confidential, including technical/scientific information, access-application materials, security-related information, business/operational information and any analyses, notes, or derivatives thereof.

Note, experimental data, results, and associated metadata may constitute Confidential Information until they are deposited and/or released under the applicable RI Data Policy/Terms of Use (including any agreed embargo), after which access and re-use are governed by those instruments.

3. Exclusions

Confidential Information excludes information that the RP can demonstrate is: (a) public through no breach; (b) lawfully known without restriction before disclosure; (c) received from a third party without breach; or (d) independently developed without use of the Confidential Information.

4. Receiving Party obligations

The RP will: (a) use Confidential Information only for the Purpose; (b) protect it with at least reasonable care; and (c) disclose it only to personnel/affiliates/professional advisers with a strict need-to-know for the Purpose, who are bound by confidentiality obligations at least as protective as this Agreement.

5. Permitted and compelled disclosures (statutory / funding-related)

Disclosure is permitted if required by law, regulation, court order, or request by a competent authority (including auditors or funding bodies). Where legally permitted, the RP will (a) give prompt notice to the DP, (b) cooperate to seek protective/confidential treatment, and (c) disclose only the minimum required.

6. Alignment with RI policies, Terms of Use, and Open Science

This Agreement complements (and does not replace) the applicable RI Access/Service Policy, RI Data Policy, and any Terms of Use Agreement. This Agreement does not prevent compliance with open access/open science obligations, subject to reasonable restrictions (e.g., security, personal data protection, legitimate industrial/commercial interests) and any agreed, time-limited confidentiality/ embargo periods for data/metadata as set out in RI policy and/or Terms of Use.

7. Export control and sanctions

The Parties will comply with applicable export control and sanctions laws and will not transfer or disclose controlled items/technical data in violation of such rules or without required authorisations.

8. Intellectual Property; no license

Confidential Information remains the DP's property. No license is granted except to use it for the Purpose. Ownership/rights in results (if any) are governed by the applicable Terms of Use and/or project arrangements.

9. Term; survival

This Agreement runs for [e.g. 12/24/36] months unless terminated on [e.g. 30] days' notice. Confidentiality obligations survive for [e.g. 3/5] years from the last disclosure; trade secrets remain protected as long as they qualify as trade secrets under applicable law.

10. Return or destruction

Upon request, the RP will return or destroy Confidential Information. One archival copy may be retained solely for legal/audit/compliance purposes and remains subject to this Agreement.

11. Data protection (if applicable)

Where personal data is involved, the Parties will comply with applicable data protection laws (including GDPR) and enter any required data-sharing/processing arrangements before transfer.

12. Remedies

Unauthorised use or disclosure may cause irreparable harm. The DP may seek injunctive or equitable relief in addition to any other remedies available at law or in equity.

13. Miscellaneous

This Agreement constitutes the entire agreement on confidentiality for the Purpose and supersedes prior discussions. Any amendment must be in writing and signed by both Parties. Neither Party may assign this Agreement without the other Party's prior written consent, except to a successor in connection with a merger or sale of substantially all assets.

Signatures:

For Receiving Party: _____ Name/Title: _____

Date: _____

For Disclosing Party: _____ Name/Title: _____

Date: _____

Annex C. Intellectual Property Rights (IPR)

Date: [YYYY-MM-DD]

This document is designed to be inserted directly into an Access Agreement / Terms of Use / Service Agreement. It complements (and does not replace) the applicable RI Access/Service Policy, RI Data Policy and any Terms of Use.

1. Parties and Project (fill in)

Research Infrastructure (RI) / Access Provider(s)	[Legal name(s), address, country]
User / User Institution	[Legal name, address, country]
Access Project / Proposal ID	[ID]
Type of Access	<input type="checkbox"/> Physical <input type="checkbox"/> Remote <input type="checkbox"/> Virtual
Access Period	[Start date] to [End date]

2. Definitions

Background: means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is: (a) held by the beneficiaries before they acceded to the Agreement and (b) needed to implement the action or exploit the results.

Results (Foreground): means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights. Results can be:

- **Joint Results:** Results generated through inseparable contributions of two or more Parties such that ownership cannot reasonably be attributed to one Party alone.
- **Non-joint Results:** Results that are not Joint Results, i.e., Results that can be reasonably attributed to a single Party.

Confidential Information: as defined in the NDA or confidentiality clause applicable to the project.

Deposited Materials: Results and/or other materials submitted to the RI Data Centre (DC) or repository for curation, preservation and access, together with required metadata.

3. Background (register and permitted uses)

Each Party retains ownership of its Background. The Parties should list key Background items and any third-party terms/restrictions in the Background Register below.

Party	Background item	Owner/Source	Permitted use for Project	Restrictions /3rd-party terms	Return/Deletion needed?
[RI/User]	[e.g., sample, software, method]	[name]	[project-only / other]	[notes]	[Y/N]

4. Ownership of Results

4.1 Non-joint Results: are owned by the Party whose personnel generated them, subject to applicable law and institutional rules.

4.2 Joint Results: are jointly owned. Shares: ☐ equal ☐ proportional to contributions ☐ other: [define].

As a default rule (unless the Parties agree otherwise in writing, e.g. if the Parties plan to commercialise, license or file jointly):

- Each joint owner may use the Joint Result for internal research and teaching without the consent of the other joint owner(s).
- Any licensing to third parties, commercial use, assignment, or enforcement action requires prior written consent of the other joint owner(s), unless Annex B provides otherwise.
- Each joint owner shall promptly inform the other joint owner(s) of any intended publication that discloses the Joint Result in a manner enabling third-party exploitation.

4.3 User/Company Results: where the User/Company generates Results using RI services, the User/Company owns those Results, subject to Sections 6-8 (DC rights, licensing, publication/ embargo). For clarity, the User/Company may commercially exploit its own non-joint Results. This is subject to: (i) any agreed confidentiality/publication review and delay periods; (ii) any agreed embargo/restricted access for Deposited Materials; (iii) third-party rights and applicable law; and (iv) the RI/DC operational rights set out in this Schedule.

5. Access rights (licenses) to perform the Project

5.1 User Access Rights to Access Provider Background: The Access Provider grants the User a non-exclusive, non-transferable, royalty-free license to use the Access Provider Background strictly to the extent necessary to perform the Project, for the duration of the Project (and, where agreed, for non-commercial research purposes), subject to facility rules and stated restrictions.

5.2 Access Provider Operational Use Rights in User Background (as needed for service delivery): To the extent necessary for RI staff and/or the DC to provide the service (e.g., processing workflows, reproducing issues, validation and quality control), the User grants the Access Provider a non-exclusive, royalty-free license in the User's Background limited to those operational purposes.

5.3 Access Provider Rights in Non-Deposited Results: If the User does not deposit Results in the DC/repository, no rights are granted to the Access Provider in such Results beyond what is strictly necessary for: (i) audit and reporting obligations linked to the access scheme; (ii) scientific/ethical verification where applicable; and (iii) compliance with applicable law.

5.4 No implied commercial license: Except as expressly stated in Section 8 (Licensing and dissemination) or otherwise agreed in writing, no license is granted for commercial exploitation of another Party's Background or Results.

6. DC / repository rights for Deposited Materials

Where the User submits Deposited Materials to the DC/repository, the User grants the RI/DC a worldwide, perpetual, royalty-free, non-exclusive right (and, where necessary to operate federated DC services, transferable and sublicensable) to use the Deposited Materials for curation, quality control, documentation, preservation, aggregation, interoperability (FAIR-enabling), dissemination/access provision, and for developing and operating the RI and related services.

Embargo/restrictions: Deposited Materials may be subject to a time-limited embargo or restricted access where justified (e.g., filings, legitimate industrial/commercial interests, data used for an ongoing publication, GDPR/personal data, confidentiality, security/export control, or third-party constraints). Any

embargo/restriction must be recorded in the completion box above and remain compatible with funder and RI policy requirements; after the embargo, data/metadata should be made openly accessible where possible, with extensions only where adequately justified and kept limited in duration.

DEPOSITED MATERIALS			
Will Deposited Materials be submitted to the DC?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Partially (list below)
Deposit package	<input type="checkbox"/> dataset(s) <input type="checkbox"/> metadata	<input type="checkbox"/> code/software	<input type="checkbox"/> documentation/protocols <input type="checkbox"/> other: []
Repository/DC location (if known)	[DC/repository name + identifier/link]	Deposit date	[YYYY-MM-DD]
Intended release	<input type="checkbox"/> immediate open release	<input type="checkbox"/> after embargo	<input type="checkbox"/> restricted access (exception)
Embargo (if any)	[X] months starting from:	<input type="checkbox"/> data production date <input type="checkbox"/> deposit date	<input type="checkbox"/> end-of-access date
Justification / license / pathway	Justification: <input type="checkbox"/> publication <input type="checkbox"/> filing <input type="checkbox"/> industrial/commercial <input type="checkbox"/> GDPR <input type="checkbox"/> security/export <input type="checkbox"/> 3rd-party <input type="checkbox"/> other: []	License on release: <input type="checkbox"/> CC BY <input type="checkbox"/> CC BY-NC <input type="checkbox"/> other: []	Commercial permissions pathway (if CC BY-NC/restricted): [contact/email + process]

7. Protection of Results (filings)

If a Party identifies potentially protectable subject matter (e.g., patentable invention), it shall notify the other Party/Parties promptly. The Parties will cooperate in good faith on the filing strategy.

Costs for joint filings: ☐ shared equally ☐ proportional to ownership shares ☐ other: [].

8. Licensing and dissemination (including CC BY vs CC BY-NC)

8.1 Default (open dissemination): as a recommendation, publications and datasets/metadata generated as Results will be made available under Creative Commons Attribution 4.0 International (CC BY 4.0) or an equivalent open license, where: (i) the rights holder can license the material (including third-party permissions); (ii) personal data are not included or are properly anonymised; (iii) the material does not contain Confidential Information or security-sensitive content requiring controlled access; and (iv) open dissemination is compatible with funder/institution/project obligations.

8.2 Restricted option (company-friendly): CC BY-NC (Non-Commercial) 4.0 or more restricted terms may be used only where justified and recorded, for example: (i) credible expectation of near-term industrial/commercial exploitation; (ii) commercially sensitive know-how; (iii) upstream terms require non-commercial use; or (iv) an approved exception limits dissemination. Where CC BY-NC is used, the rights holder should define a pathway for commercial use (e.g., contact point, separate commercial license, or case-by-case permissions).

8.3 Software/code: should be licensed under an appropriate open-source license (or another agreed license). The chosen license and any distribution/access conditions must be recorded in this document.

9. Publications, acknowledgement and authorship (see Annex D)

Publication practices (including acknowledgement and authorship), review rights, any delay window for filings or sensitive results and data/metadata embargo implementation are governed by Annex D (Publication, Review and Embargo Clause).

10. Recordkeeping

Licensing log (record each output and its license/embargo):

Output ID/Title	Type (data/paper/software)	Owner(s)	License (CC BY / CC BY-NC / other)	Embargo/restriction (duration)	Rationale / notes
[]	[]	[]	[]	[]	[]

Contact point for commercial permissions (if any): [name/email].

Signatures:

For Access Provider/RI: _____ Name/Title: _____

Date: _____

For User/Company: _____ Name/Title: _____

Date: _____

Annex D. Publication, Review and Embargo Clause

Date: [YYYY-MM-DD]

This document complements (but does not replace) the applicable RI Access/Service Policy, RI Data Policy and any Terms of Use. Insert this clause into an Access Agreement / Terms of Use.

Completion box (fill in / tick):

Project / Parties			
Access Project / Proposal ID	[ID]	Research Infrastructure (RI) / Access Provider(s)	[Legal name(s), address, country]
User / User Institution	[Legal name, address, country]	User type	<input type="checkbox"/> Academic <input type="checkbox"/> Public body <input type="checkbox"/> Company/industry
Default publication delay	<input type="checkbox"/> 30 days <input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> __ days	Extension (once)	<input type="checkbox"/> +30 days <input type="checkbox"/> +60 days <input type="checkbox"/> _ days
Reason(s) for delay/embargo	<input type="checkbox"/> IP filing <input type="checkbox"/> Confidential info <input type="checkbox"/> Security/export control		<input type="checkbox"/> Company sensitivity/trade secrets <input type="checkbox"/> Other: []
Data/metadata DC deposit	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Partial	Embargo (if any)	<input checked="" type="checkbox"/> [X] months from <input type="checkbox"/> production <input type="checkbox"/> deposit <input type="checkbox"/> end-of-access
Escalation contact	[Access Manager / body]	Commercial permissions contact	[name/email] (if CC BY-NC/restricted)

1. Dissemination

As a general rule, users shall disseminate results as openly as possible and shall make publications available via open-access repositories, unless doing so would jeopardize legitimate interests (e.g., protection of confidential information, IP filings, personal data/GDPR, security/export-control constraints, trade secrets, commercial/industrial sensitive interests).

2. Acknowledgement, credit and authorship

Authorship and credit: publications will follow good scientific authorship practice. Users should offer co-authorship to facility staff who made a significant contribution to their work. The User shall acknowledge the facility used and relevant funding/access schemes in publications, datasets and other outputs, in accordance with the Access Provider's acknowledgement guidelines.

Users are expected to make publications available through open-access repositories and disseminate access results as openly as possible; however, flexibility may apply for users from the private sector, subject to agreed terms.

3. Reporting and publication references

The User/Partner shall provide publication references/DOIs and an activity report within a reasonable timeframe after completion of the access.

4. Review right (draft disclosure)

Before any public disclosure (publication, presentation, preprint, press release, website posting) of Results or Confidential Information related to the Project, the disclosing Party shall provide the other Party/Parties with the draft for review. Review is limited to: (i) identifying Confidential Information to be removed; (ii) identifying export-control/security-sensitive information; and (iii) identifying potentially protectable subject matter (e.g., patentable inventions).

5. Delay window (30–90 days) and justified extension

Upon written request during the review period, the disclosing Party shall delay publication for up to the period selected in the Completion box (typically 30–90 days from receipt of the draft) to allow: (a) removal of Confidential Information; (b) completion of IP filings; and/or (c) export-control/security assessment. The delay may be extended once for the period selected in the Completion box where justified in writing, provided the requesting Party acts diligently.

6. Data/metadata deposit, embargo and release via the RI Data Center (DC)

Where data and metadata are deposited/submitted to the RI DC, they may remain confidential or under restricted access for a defined, time-limited embargo period agreed in writing (including duration and rationale). After the embargo, data/metadata shall be made openly accessible where possible. Any extension must be adequately justified and kept limited in duration, consistent with RI policy/Terms of Use and funder requirements.

7. No unreasonable blocking

Review and delay rights shall not be exercised to unreasonably suppress publication. If the Parties disagree, they will escalate to [RI Access Manager / Steering body] for a timely decision.

8. Optional company-specific note (use only when relevant)

Where the User is a company/industry partner, the Parties may agree (i) a clearly defined list of Company Confidential Information and (ii) a practical pathway for any commercial reuse permissions where outputs are released under CC BY-NC or restricted access (contact and process recorded in the Completion box). Such arrangements must remain compatible with open-science and funder requirements.

Signatures:

For Access Provider/RI: _____ Name/Title: _____

Date: _____

For User/Company: _____ Name/Title: _____

Date: _____