



POLARIN TRANSNATIONAL ACCESS “POLARIN – USER GROUP LEADER” AGREEMENT

Version 2 (3.04.2025)

Research Project Acronym: FLAIR

Title Fluid-seafloor interactions across the Antarctic seafloor under
cimate-driven change (FLAIR)

BETWEEN POLARIN COORDINATOR

Alfred-Wegener-Institut Helmholtz-Zentrum für Polar- und Meeresforschung (AWI), hereinafter referred to as AWI or POLARIN COORDINATOR, with its head office at Am Handelshafen 12, D-27570 Bremerhaven, represented by the Directorate

AND USER GROUP LEADER INSTITUTION

Name of Institution: Monterey Bay Aquarium Research Institute

Address: 7700 Sandholdt Rd, Moss Landing, CA 95039-9644

Represented by: Basilio Martinez, CFO

PREAMBLE

The POLARIN Project is an EU-funded project under the Horizon Europe Research and Infrastructures Work Programme, focused on “Research infrastructure services to enable R&I addressing main challenges and EU priorities”. The project is bound by the general European Commission (EC) terms for funding, under Grant Agreement ID: 101130949.

The POLARIN Project runs from 1 March 2024 to 28 February 2029 and includes Transnational Access (TA) activities that grant researchers access to research infrastructures, along with associated equipment and services, hereafter referred to as "ACCESS".

Proposals submitted to POLARIN calls are selected through a competitive process and evaluated based on scientific excellence, originality, feasibility, and ethical considerations, following peer review by external experts. Access is granted according to the Excellence-driven access mode, enabling collaborative research across disciplines and borders.

Projects recommended for implementation are logistically evaluated and scheduled by POLARIN Research Infrastructure (RI) Operators.

The USER GROUP, represented by the USER GROUP LEADER, is responsible for implementing the granted access according to the terms agreed with POLARIN and the RI OPERATORS.

ARTICLE 1 – PURPOSE

This agreement defines the rights and obligations of both the User Group Leader and POLARIN for the implementation and reporting of the granted access.

ARTICLE 2 – GENERAL FUNDING AND ACCESS CONDITIONS

2.1. Transnational Access (TA)

POLARIN provides access to research infrastructures free of charge to selected user groups from 01 March 2024 to 28 February 2029. Access may be in-person (hands-on) or remote, involving the provision of services such as sample or data collection.

2.2. Affiliation of Applicants and RI Users

- a. The USER GROUP LEADER of a proposal is automatically the chief scientist of the USER GROUP and is responsible for signing the access agreements related to the granted ACCESS.
- b. Applicants must comply with the conditions under which access is granted, including the conditions related to the affiliations of the USER GROUP members.
- c. Any changes to the user group composition must be approved by POLARIN. Non-compliance with affiliation regulations will result in denied access.
- d. Researchers must be affiliated with an institution both at the time of application and during the project's implementation.

2.3. Access Limitations

- a. Access is granted for civil applications only, adhering to ethical and legal principles. It may be restricted by national security, privacy, confidentiality, commercial sensitivity, or intellectual property rights.
- b. Access to users outside the European Union Member States or Horizon Europe associated countries is limited to 20% of the total available access per call.

- c. Access is prohibited for researchers affiliated with Russian institutions or individuals subject to international sanctions, including those outlined in Council Regulation (EU) No 833/2014, in accordance with European Union sanctions and global export control regimes.

2.4. Units of Access

- a. Access is limited to the units of access granted by POLARIN limited to less than three months. Units may include user/days, instrument use, or sampling days, depending on the type of infrastructure.
- b. Access time does not include travel to or from the RI.
- c. The duration of the access can be extended in agreement with the RI OPERATOR if the USER GROUP provides sufficient complementary funding.

ARTICLE 3 – TRAVEL, LOGISTICS, AND SHIPMENT COSTS DIRECTLY ASSOCIATED TO THE ACCESS

3.1. The User Group Leader must contact the RI operator for travel advice before arranging any travel and shipping associated to the access. Because invoicing between POLARIN partners is not allowed, the reimbursement procedure must be discussed with the RI OPERATOR in advance.

3.2. Eligible Costs:

- a. **In-person Access:** POLARIN covers infrastructure use, subsistence (meals and accommodation), and standard logistical, scientific, and technological support. It also covers travel expenses for selected users, as well as logistics and shipping of equipment or samples, up to the granted amount.
- b. **b. Remote Access:** POLARIN covers infrastructure use and logistics costs (freight, shipping), up to the granted amount.

3.3. Ineligible Costs: Grantees cannot invoice POLARIN or the respective RI Operator for costs unrelated to access, such as salaries, equipment manufacturing, insurance, repairs, rentals, consumables, sub-contracting, assistance, publication costs, or overheads.

3.4. Pre-financing of costs from POLARIN: Only if the User Group Leader is not affiliated with a POLARIN beneficiary. Depending on the RI OPERATOR usual practice, up to 80% of the granted amount could be pre-financed to the USER GROUP LEADER, with the remaining % withheld until final reporting requirements are met.

3.5. Reimbursement of costs:

- a. Travel, logistics, and shipment expenses incurred by the USER GROUP to access the infrastructure will be reimbursed to the USER GROUP LEADER by the POLARIN project (through the RI OPERATOR) up to the maximum amount granted to the project. Reimbursement procedures differ based on the USER GROUP LEADER's affiliation.
- b. **If the User Group Leader is affiliated with a POLARIN beneficiary institution,** the beneficiary institution must cover the travel, logistics, and shipment expenses, which will be claimed by the beneficiary in the next POLARIN periodic report. The User Group Leader must closely monitor

the expenses incurred by the team participating in the access, to ensure that the expenses incurred are not exceeding the granted amount.

- c. **If the User Group Leader is not affiliated with a POLARIN beneficiary institution**, the reimbursement of costs will follow the RI operator's standard policy and will only cover expenses directly related to the granted access and up to the agreed amount. Reimbursement claims must be submitted to the RI Operator within 2 months of access completion, and in any case after the submission and approval of the Project Report in POLARIN TAP (see Article 7: Reporting). All travel arrangements must be documented with original receipts and tickets.

ARTICLE 4 – LIABILITY

4.1. Users are responsible for the insurance of their own equipment. POLARIN and RI providers are not liable for damage, loss, or harm to the user's equipment or other property, except in cases of intent or gross negligence.

4.2. Users are also responsible for ensuring that they have appropriate insurance for health and injury during the access period. POLARIN and RI Operators are not liable for health-related incidents unless caused by intent or gross negligence.

4.3. The User Group is responsible for complying with all conditions and provisions set by the RI OPERATOR, including training requirements, safety regulations, and ethical standards. The RI Operator will inform the User Group Leader of all relevant conditions.

ARTICLE 5 – SCIENTIFIC DATA

5.1. Data Management Plan

A final Data Management Plan (DMP) must be submitted in POLARIN TAP and approved by POLARIN Data Officers before access can be granted.

5.2. Analysis of Samples/Data

The User Group Leader is responsible for ensuring that the necessary resources, including funding and equipment, are available for the analysis of collected samples or data, either on-site or at their home institution. Any limitations in analysis capabilities must be communicated promptly. Failure to ensure analysis may lead to restrictions in future access to the research infrastructure and POLARIN TA.

5.3. Scientific Data Management

All research data resulting from POLARIN TA must comply with the POLARIN Data Policy, which follows the FAIR principles (Findable, Accessible, Interoperable, and Reusable). Data must be published in a trusted repository within 24 months of completing access. An embargo period of up to 24 months is allowed, during which access to data may be restricted. The User Group Leader must provide the DOI or persistent identifier of datasets in POLARIN TAP.

ARTICLE 6 –OPEN ACCESS PUBLICATION REQUIREMENT AND CONSEQUENCES OF NON-COMPLIANCE

The Research Infrastructure users granted through POLARIN must

6.1. Ensure open access to peer-reviewed scientific publications relating to their results. In particular, they must ensure that:

- a. At the latest at the time of publication, a machine-readable electronic copy of the published version or the final peer-reviewed manuscript accepted for publication, is deposited in a trusted repository for scientific publications,
- b. immediate open access is provided to the deposited publication via the repository, under the latest available version of the Creative Commons Attribution International Public Licence (CC BY) or a licence with equivalent rights; for monographs and other long-text formats, the licence may exclude commercial uses and derivative works (e.g. CC BY-NC, CC BY-ND), and
- c. information is given via the repository about any research output or any other tools and instruments needed to validate the conclusions of the scientific publication. Beneficiaries (or authors) must retain sufficient intellectual property rights to comply with the open access requirements. Metadata of deposited publications must be open under a Creative Commons Public Domain Dedication (CC 0) or equivalent, in line with the FAIR principles (in particular machine-actionable).

6.2. Acknowledge POLARIN and the research infrastructure in any publications resulting from the access.

This applies to all publications incorporating the results developed, acquired or obtained during the transnational access to the RI, whoever the author.

Example acknowledgment:

“This research has benefited from transnational access to *(name of Research Infrastructure)* funded by the European Union HORIZON EUROPE through the EU Project POLARIN Grant Agreement ID: 101130949.”

6.3. Failure to comply with the open access requirement for publications arising from POLARIN funded access may have direct consequences. The European Commission actively monitors compliance, and non-compliance could result in future reductions in grant allocations for the researchers or institutions involved. Beneficiaries are therefore strongly encouraged to ensure that all relevant publications adhere to open access standards.

To facilitate compliance, researchers are advised to:

- a. Publish in open access journals or deposit publications in recognized open repositories.
- b. Ensure proper acknowledgment of POLARIN funding in all relevant publications.
- c. Consult the POLARIN data management guidelines for specific requirements and recommended repositories.

ARTICLE 7 – ACCESS REPORTING

Upon completion of the granted access, the User Group Leader must:

- a. Submit a Project Report in POLARIN TAP within 60 days, detailing the access (narrative), samples/data collected and preliminary results.
- b. Reimbursement claims for travel, logistic and shipping expenses, must be submitted within two months of access completion. Claims will be processed after the Project Report is approved in POLARIN TAP.
- c. Publish the results within a reasonable time in open access literature.

ARTICLE 8 – CANCELLATION OR SUSPENSION

8.1. Re-scheduling: If ACCESS is canceled by either Party, they shall work to reschedule within POLARIN's project duration (until 28/02/2029), maintaining the same budget allocation.

8.2. POLARIN and RI providers are not liable for delays or failures caused by events beyond their control such as unforeseeable force majeure, including adverse weather, natural disasters, pandemics, or strikes. No compensation will be provided for lost access due to such events.

ARTICLE 9 – NON-COMPLIANCE

Failure to comply with any of the agreement terms will result in the User Group covering the access costs with their own funds.

ARTICLE 10 – SEVERABILITY AND GOVERNING LAW

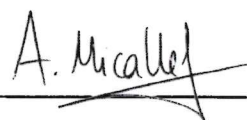
10.1. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force. The invalid provision will be replaced with a valid one that reflects the original intent as closely as possible.

10.2. This Agreement is governed by the laws of the Federal Republic of Germany. Any disputes will be resolved under the exclusive jurisdiction of the courts in Bremen, Germany.

The User Group Leader and the Representative of the User Group Leader's Institution agree

Date: 5th May 2025

User group leader name and signature Aaron Micallef



Representative from the User Group Leader Institution, name and signature

Basilio Martinez, CFO 05/05/2025 

From POLARIN Coordinator

Date: 13.05.25

Name and signature N. Brecha

