

SERVICE LEVEL AGREEMENT (SLA)

between AnaEE-ERIC and SERVICE PROVIDER CREA
for the AnaEE NATIONAL PLATFORMS

This agreement is made by and between:

(1) The Analysis and Experimentation on Ecosystems -European Research Infrastructure Consortium, registration n° 91119718800019 having its headquarter and statutory seat 1 Avenue de la Terrasse, 91190 Gif-sur-Yvette, France, represented by its Director General Dr. Michel Boér, hereafter referred as AnaEE-ERIC,

and

(2) CREA – Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria, a public and non-profit research organization, incorporated under the laws of Italy whose registered office is at Via della Navicella 2, Rome, represented by its President and Legal Representative Prof. Andrea Rocchi, hereafter referred as "Service Provider".

Hereinafter collectively referred to as the "Parties" and individually as "Party".

1. Background

AnaEE-ERIC was set up to establish, coordinate, facilitate and optimize the use of National Platforms in order to ensure maximum benefit to the Users community. It is to be devoted to experimental ecology.

AnaEE-ERIC is a distributed research infrastructure, composed of the Central Hub and three Service Centres, together with all National Platforms contributing to AnaEE-ERIC by its Members and Observers for undertaking the AnaEE Work Programme.

2. Definitions

“Agreement”

means this Service Level Agreement (SLA) including its annexes.

“AnaEE-ERIC AoM”

means the AnaEE-ERIC Assembly of Members, the highest and ultimate governing body of AnaEE-ERIC and is composed of the duly appointed representatives of the Members and Observers of AnaEE-ERIC.

“FAIR”

means which meets principles of findability, accessibility, interoperability, and reusability.

“Management Board”

means the AnaEE-ERIC executive body chaired by the Director General consisting of the Director General and the Heads of the AnaEE-ERIC Service Centres, in accordance with Article 23 of the Statutes (Annex 3)

“country Member”

means the members and observers of the AnaEE-ERIC.

“National Platform”

means an experimental facility which complies with AnaEE criteria and is supported by an institution from a country Member of AnaEE-ERIC. In this document’s text, unless specified otherwise, we refer to the National Platform(s) presented in Annex 1 of the present document.

“National Node”

means an operational entity that organises the contribution of experimental, analytical, and modelling National Platforms of a given country to AnaEE.

“Services”

means the activities listed in Article 3.2 of this Agreement and in Annex 1.

“Service Provider(s)”

means the owner(s) of the considered National Platform.

The Service Provider possesses unique technical skills which are required to deliver certain key elements of the AnaEE Work Programme.

“Statutes”

means the Statutes of the AnaEE-ERIC including its annexes, as published in the Official Journal of the European Union, 24/02/2022, 2022/C 88/1.

“User”

means the external commissioner of Services from AnaEE.

3. Purposes of the Agreement

3.1 General Terms and Conditions

This Agreement sets out the general terms and conditions, and minimum guaranteed standard levels, by which the Service Provider(s) shall contribute to the AnaEE Work Programme in accordance with Articles 22.4 to 22.5 of the Statutes.

The Service Provider agrees to provide certain Services, as defined in the Agreement, in order to deliver key elements of the AnaEE Work Programme to AnaEE-ERIC, subject to and upon the terms and conditions set forth in this Agreement.

The scope of these Services includes the activities, along with the physical and human resources required to carry them out, that constitute the Service Provider's contribution towards the achievement of AnaEE-ERIC's goals set in the AnaEE-ERIC Work Programme.

The Service Provider dispenses a substantial User access and Services (described in Annex 1) to AnaEE Users, which will be managed through the AnaEE access procedure.

3.2 AnaEE Services

This Agreement sets out the wide range of additional value-added Services AnaEE-ERIC provides to the National Platform(s) of the Member, in addition to guiding, planning, coordinating and developing the overall infrastructure.

Through these Services, AnaEE-ERIC grows and promotes the international footprint and prestige of the National Platform(s), participate in their long-term financial sustainability, develops and manages the central data portal, ensures open and ready access to the AnaEE-ERIC catalogue of value-added Services to a wide range of international Users and strengthens the innovation potential of the National Platform(s).

3.3 Obligations of Parties

The duties of the Parties will be the following ones:

3.3.1 AnaEE-ERIC shall:

- a. Represent National Platform(s) interests at the European and broader international levels;
- b. Facilitate the search for calls relevant for the specific National Platform(s) and the support for initiating and writing grant proposals at the international level;
- c. Promote and facilitate the access to the infrastructure of potential Users;
- d. Select and manage project proposals and the technical and scientific optimization of proposals, which can include the National Platform(s) of the Service Provider;
- e. Describe National platform(s) in the online AnaEE National Platform(s) catalogue;
- f. Implement an open access data policy, following FAIR principles and offering assistance with the implementation of the data policy across the National Platform(s);
- g. Make data and metadata available from the National Platform(s) and manage the embargo periods on the central web service;
- h. Provide access to and assistance with the implementation of technical protocols for increased standardization of methodologies and technologies across the National Platform(s);
- i. Provide assistance with the development of new methodologies and technologies as well as of links to industry, including the help with first steps of commercialization of new technologies;
- j. Provide access to training activities, workshops on AnaEE-relevant topics;
- k. Provide access to the participation in synthesis work, scientific workshops, project development activities;
- l. Propose to participate to proposals lead and/or participated by AnaEE, whenever technically or scientifically relevant for the Service Provider, in accordance with the National Platform capacity made available to AnaEE in accordance with Annex 1;
- m. Ensure communication and outreach about AnaEE activities at the European (including regional) and broader international level.

3.3.2 The Service Provider(s) shall:

- a. Implement, at its level, and in coordination with AnaEE-ERIC, the Work Programme which has been approved by the AnaEE-ERIC AoM and commit to make available Services to AnaEE-ERIC as detailed in the Annex 1;
- b. Provide the necessary access to Users of the National Platform(s) for programs that have been granted by AnaEE. The access unit costs have been elaborated following the methods recommended by AnaEE in the access policy reported and agreed by AnaEE-ERIC AoM prior to the present Agreement. The total cost incurred by the proponent will be provided in form of a *pro-forma* invoice after the first step of the access procedure, and cannot be modified, unless new Services have been delivered by the National Platform(s) and formally accepted by the User and AnaEE-ERIC;
- c. Be aware that proposals accepted by AnaEE may be accommodated on more than one National Platform, and failure to accommodate an experiment properly may put a large and complex program at risk. If extraordinary circumstances prevented the Service Provider from accommodating the proposal, the Service Provider should report without delay the problem and circumstances to AnaEE, which will evaluate the degree of criticality and take action, accordingly.
- d. Operate the Services to the best of their capabilities and in the best interest of AnaEE and its initiatives;
- e. Provide AnaEE with relevant technical information on methodologies and technologies used at the National Platform(s) to provide services;
- f. Comply with the AnaEE User access procedures, using the online AnaEE services as preferred solution to manage user access;
- g. Participate in the technical evaluation and optimization of AnaEE User proposals;
- h. Manage data in compliance with AnaEE's data management policies and the EU legal framework;
- i. Act as guarantor for the quality of the data produced by the National Platform(s) and their storage and preservation over time.
- j. Provide a Data Management Plan for the National Platform (Annex 2), consistent with the AnaEE-ERIC Data Management Plan;
- k. Provide access to documentation and/or training material for the use of the National Platform(s) and the data they publish
- l. Participate to ERIC's bodies and activities, including the National Platform Forum, as well as participate in national node activities when relevant;
- m. Take active participation in research initiatives, including also inter-calibration initiatives, evolving through AnaEE bodies or the AnaEE

community (if relevant), including training events organized by AnaEE-ERIC;

- n. Indicate its interest to participate to proposals lead and/or participated by AnaEE, whenever technically or scientifically relevant for the Service Provider, in accordance with the National Platform(s) capacity made available to AnaEE in accordance with Annex 1;
- o. Cooperate with AnaEE-ERIC to implement common quality assurance procedures, including but not limited to the ones mandated by the EU AI Act.

4. Points of contact

The Service Provider(s) shall designate two contact persons, one having scientific and one having administrative expertise, who shall coordinate the delivery of the Services and serve as the main contact points on behalf of the Service Provider for AnaEE-ERIC in relation to the Services.

The Service Provider(s)'s contact persons shall be:

- scientific contact: Giacomo Colle (giacomo.colle@crea.gov.it)
- administrative contact: Beatrice Bassotti (beatrice.bassotti@crea.gov.it)

The Service Provider(s) shall immediately notify in writing to AnaEE-ERIC of any changes in the identity of the contact persons.

The point of contact shall inform AnaEE of any National Platform(s)'s plan to participate in projects that might be of interest for AnaEE.

AnaEE-ERIC shall appoint the Operation Officer for the general coordination of this Agreement: access@anaee.eu

5. 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 Parties will further detail the terms and the confidential information in a non-disclosure agreement, when relevant.

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 prior to its receipt from the disclosing Party; or at the time of disclosure, or thereafter 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.

6. Intellectual Property Rights

All Intellectual Property Rights (IPRs) which are owned by any Party shall remain vested in that Party and nothing in this Agreement shall transfer ownership of such IPRs to any other Party or any third party, unless agreed separately in writing.

The Service Provider shall comply with all applicable laws and regulations governing intellectual property rights, copyright, and software licensing in the jurisdiction in which it is established, including maintaining any licenses or rights required thereunder for the proper performance of its obligations pursuant to this Agreement and for the lawful provision of its Services to Users.

The Service Provider shall further inform Users that they remain solely responsible for obtaining any additional licenses, permits, or authorizations that may be required under the laws and regulations applicable to their respective use of the Services, including those arising from their specific operational or territorial circumstances

7. Interpretation

The terms and conditions set out in this Agreement shall be subject to and interpreted in light of the Statutes of the AnaEE-ERIC.

8. Amendments

Amendments to 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 this Agreement.

9. Breach

In the event of a breach, one of the following procedures shall apply:

- in case a breach by the Service Provider of its obligations under this Agreement is identified, the Director General of the AnaEE-ERIC shall give a formal written notice to the Service provider contact persons, or,
- in case a breach by AnaEE-ERIC of its obligations under this Agreement is identified, the Service Provider contact persons shall give a formal written notice to the Director General for the AnaEE-ERIC.

In both cases the Party will give formal written notice to such Party requiring that a proposal be submitted within 4 weeks following the reception of the notice on how and by when to remedy the breach. If the Party that has given notice does not accept this proposal the breach is considered not to be remedied and the contract will be terminated.

10. Termination

A Party may terminate this Agreement at any time before the end of its term by giving a 12 months' notice in writing by registered mail to the other Party.

The 12 months' notice does not apply in case of a breach, in accordance with article 9 of the Agreement. In this case, a 4 weeks' notice apply. If the Party that has given notice does not accept the proposal to remedy the breach, the reasons of rejection shall be addressed in writing by registered mail to the other Party, along with a termination notice.

11. Force majeure

If the performance by a Party of any of its obligations under this Agreement is delayed or prevented by circumstances beyond its reasonable control, that

Party will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance lasts for more than 6 months, the other Party may terminate this Agreement with immediate effect by giving written notice to the Party whose performance is delayed or prevented.

12. 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.

13- Warranties and Liabilities

Each of the Parties warrants to the other that it has full power and authority under its constitution and has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into and perform this Agreement.

Each Party shall indemnify and hold harmless the other Party and its directors, officers, employees and affiliates from and against all claims and damages (including without limitation legal fees and costs) which arise out of, relate to or result from any act or omission of the indemnifying Party.

Parties are not liable towards each other for any claims, costs or damages that may result, directly or indirectly out of the performed activities under this Agreement, unless and to the extent that damage is caused by gross fault and/or due to wilful misconduct by a Party.

A Party shall in no case be liable, towards the other Party, for any indirect, incidental or consequential damages (including without limitation, lost business or profits, loss of data or loss of use of equipment, loss of goodwill, loss of use). Nothing in this Agreement limits or excludes any Party's liability for: (i) death or personal injury; or (ii) any fraud or for any sort of liability that, by law, cannot be limited or excluded.

14. Data Protection

Each Party shall comply with the General Data Protection Regulation (GDPR), Regulation (EU) 2016/679 April 27th, 2016, on the protection of natural persons with regard to the processing of personal data. Parties acknowledge that in the execution of the Agreement it is necessary and inevitable to exchange personal data as defined in the General Data Protection Regulation (EU 2016/679) of April 27th, 2016. Said exchange of personal data is however limited to professional contact details of employees, agents, advisors or subcontractors

working on behalf of a Party. If, in the course of the Agreement, the exchange extends beyond mere professional contact details, a data processing agreement will be concluded and attached to this Agreement.

15. Settlement of disputes and governing law

This Agreement shall be governed by and construed in accordance with the laws of France. The Parties shall endeavour to resolve any dispute or difference of opinion arising out of or in connection with this Agreement amicably and in good faith through negotiation. If the Parties are unable to reach an amicable settlement within thirty (30) days after one Party has notified the other Party of the existence of a dispute, either Party may refer the matter to the AnaEE-ERIC Assembly of Members (AoM) for a decision on how to settle the dispute. If the AnaEE-ERIC AoM fails to resolve the dispute within a reasonable time, either Party may, within thirty (30) days following such failure, refer the matter to the competent court in France, which shall have exclusive and final jurisdiction.

16. Duration

This Agreement shall be established throughout CREA's membership period. The current agreement is therefore valid until 23 February 2027 starting from the signature by the Parties. Its duration may be extended by amendment by periods of 5 years

This Agreement has been signed using an electronic signature service. Electronic copies of the agreement shall be deemed to be original and binding as if signed by hand. The Parties certify that the persons signing this agreement are authorized to sign for the name of the Organisation represent.

For the Service Provider
Date

For AnaEE-ERIC
Date

Prof. Andrea Rocchi
President

Dr. Michel Boër
Director General