

Terms and Conditions for the use of UPEX

as of 19 January 2017

These terms and conditions ("UPEX T&Cs") apply to the use of the User Portal to the European XFEL ("UPEX") provided by European X-Ray Free-Electron Laser Facility GmbH, Holzkoppel 4, 22869 Schenefeld, Germany ("European XFEL GmbH"). For the use of the European XFEL facility itself separate terms and conditions apply.

UPEX is an online beamtime service for proposal management, information and registration for experiments. It enables its users, depending on their respective status, to submit proposals for beamtime as a main proposer or appear on such proposals as principal investigator (PI) or co-proposer, to review submitted third-party proposals or to be assigned to the experiment as member of the user team. UPEX also provides certain related support services.

UPEX is only available to members of or persons officially associated with scientific institutions, publicly or privately funded. Private persons are excluded. UPEX is also available to employees/members of European XFEL GmbH itself.

UPEX is a voluntary free-of-charge service. European XFEL GmbH reserves the right to amend, limit or discontinue UPEX at any time.

1. Registration

- 1.1 The use of UPEX requires the user to accept the UPEX T&Cs and to register and create a user account. Registration at UPEX is free of charge. Guidance on how to register can be found in the "UPEX Manual: Registration and Proposal Submission" http://www.xfel.eu/sites/site_xfel-gmbh/content/e276501/e277568/UserPortaltotheEuropeanXFELUPEX-UserManual_eng.pdf.
- 1.2 The information requested during registration must be given in full and to the user's best knowledge. If the provided information changes after registration, the user is obliged to update the information immediately. This applies especially to the user's email address which European XFEL GmbH will use to communicate with the user.

- 1.3 User shall not disclose the personal login data to any third party and shall take appropriate measures to maintain confidentiality of said data as well as to prevent misuse of the user account by third parties. A user account is non-transferable.
- 1.4 In order to complete the registration it is mandatory to validate the registration by clicking the validation link within the validation email sent to the user's email address. The validation must be carried out within 24 hours from the time of registration. After this deadline the user must start a new registration if the user still wants to register.
- 1.5 European XFEL GmbH reserves the right to reject a registration at any time without stating a reason.

2. Account dashboard

- 2.1 In order to use the personalized UPEX, the registered user has to login first. In the personalized section the user can find an account dashboard (for notifications etc.), links to the submission section as well as other services.
- 2.2 Any communication means of UPEX provided shall only be used for the purpose of UPEX and related scientific purposes. The user may not use such means for other purposes, including without being limited to the dissemination of hate speech, offenses, violence-glorifying or pornographic content, political or religious messages and advertisements for goods and services.
- 2.3 Registered users have access to the first and last name, the institute and a unique user ID of all other registered users while preparing a proposal submission (for details see section 3.1).
- 2.4 European XFEL GmbH might post information on scheduled approved proposals in UPEX.
- 2.5 European XFEL GmbH might provide additional services via the personalized section.

3. Proposal management service

- 3.1 Submission of beamtime proposal shall be done through UPEX by the main proposer. All persons named within the proposal must be registered users at UPEX and can only be selected by the main proposer from a list in UPEX. Guidance on how to submit a proposal can be found in the "UPEX Manual: Registration and Proposal Submission" (available here http://www.xfel.eu/sites/site_xfel-gmbh/content/e276501/e277568/UserPortaltotheEuropeanXFELUPEX-UserManual_eng.pdf).
- 3.2 All information in the submission must be given in full and to the user's best knowledge. After submission the main proposer will receive an automatic email confirmation of the submission and a proposal number. This confirmation is not an approval of the proposal itself.
- 3.3 The submission will be initially checked for formal completeness. Then safety and technical feasibility checks will be carried out during the complete evaluation process. If the checks fail, European XFEL GmbH might inform the main proposer and might ask for additional information about the proposal. The submission will be handed over to a committee (consisting of members of the relevant Proposal Review Panel and/or external referees) for review.
- 3.4 After the evaluation process is concluded, the main proposer will be informed about the outcome in a timely manner. The decision by European XFEL GmbH is final and not appealable.

4. Related support services

- 4.1 European XFEL GmbH might offer its users also related support services in relation to accommodation and visa application.
- 4.2 Such related support services are solely information services. Unless expressly stated otherwise, European XFEL GmbH is not the landlord regarding the accommodation nor in any other way contractual party of a rental agreement concluded by the user. Regarding visa application

European XFEL GmbH can solely provide general information, but will not provide legal advice in a specific matter.

5. Guarantee and liability

- 5.1 The user guarantees that any information provided by the user is accurate and complete. This applies especially to information relevant for the evaluation of hazards related to the experiment. The user also guarantees that any person named in the submitted proposals has granted respective consent.
- 5.2 The user shall indemnify European XFEL GmbH against any third-party claims (including without being limited to, claims by private persons, legal entities, state authorities) resulting from inaccurate or incomplete information provided by the user.
- 5.3 European XFEL GmbH will use reasonable effort to make and maintain UPEX available via the internet. However, like other online services, UPEX availability depends on services by third parties and also requires technical maintenance. Thus, UPEX might be temporarily unavailable or only available with limited functionality or malfunctions.
- 5.4 European XFEL GmbH shall be liable for damages resulting from injury to life, body or health, for damages resulting from intentionally or grossly negligent acts or omissions by European XFEL GmbH, an employee or representative of European XFEL GmbH in accordance with the statutory provisions. For damages resulting from slight negligence acts or omissions by European XFEL GmbH, an employee or representative of European XFEL GmbH, European XFEL GmbH shall be only liable in events of a breach of a cardinal duty, meaning a duty on whose performance the other party can reasonably rely. In this case the liability of European XFEL GmbH shall be limited to the typical, foreseeable damage (excluding loss in profits and indirect damages).

6. Term and termination

- 6.1 The contractual relationship regarding the user account is concluded unlimited in time. The user or European XFEL GmbH can terminate the contractual relationship at any time.

- 6.2 For termination the user can send an email to useroffice@xfel.eu. European XFEL GmbH shall inform the user about a termination via email.
- 6.3 Before terminating an account, European XFEL GmbH may request user to confirm the termination. European XFEL GmbH will then terminate the user account in a timely manner.
- 6.4 Termination by any of the persons named within a proposal will lead to the dismissal of the respective submitted or approved proposal. The same applies if European XFEL GmbH terminates the user account of any person named within a proposal.
- 6.5 The right to terminate for good cause of each party remains unaffected.
- 6.6 Instead of or before a termination, European XFEL GmbH might at its own discretion decide to temporarily suspend a user or limit the user's access to UPEX.

7. Data protection

European XFEL GmbH complies with the legal requirements when collecting, storing and processing personal data. Details can be found in the privacy policy for UPEX under:

http://www.xfel.eu/sites/site_xfel-gmbh/content/e276501/e277805/PrivacyPolicyUPEX-Portal_web_eng.pdf

8. Miscellaneous

- 8.1 As UPEX is a voluntary free-of-charge service, European XFEL GmbH reserves the right to amend the provisions of the UPEX T&Cs without stating reasons at any time. The user will receive the amended UPEX T&Cs via email or via a notification in the user's dashboard no later than two weeks before the new UPEX T&Cs will come into effect. If a user does not object the new UPEX T&Cs within two weeks after receiving the email/notification, the new UPEX T&Cs are deemed accepted. If a user objects the new UPEX T&Cs, European XFEL GmbH is entitled to terminate the user's account.

- 8.2 In the event that a provision of the UPEX T&Cs is or becomes ineffective, all other provisions remain unaffected therefrom.
- 8.3 These UPEX T&Cs will be subject to and interpreted and construed in accordance with the laws of Germany. The UN Convention on International Sale of Goods (CISG) shall not apply.
- 8.4 Place of jurisdiction for all disputes resulting from or based on this contractual relationship is Hamburg, Germany.