



# FENIX

RESEARCH INFRASTRUCTURE

## Fenix Usage Agreement



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## Acronyms

AAI	Authentication and Authorization Infrastructure
BSC	Barcelona Supercomputing Center
CEA	Commissariat à l'énergie atomique et aux énergies alternatives
CINECA	Consorzio Interuniversitario
CSCS	Centro Svizzero di Calcolo Scientifico
FURMS	Fenix User and Resource Management Services
HBP	Human Brain Project
ICEI	Interactive Computing E-Infrastructure for the Human Brain Project

## 1. Fenix Usage Agreement

### 1.1 Definitions

Fenix Usage Agreement	This document
Fenix Site Usage Agreement	Site-specific usage agreement that needs to be accepted by a Fenix User before being allowed to use a specific system

Fenix Service Usage Agreement	Service-specific usage agreement that needs to be accepted by a Fenix User before being allowed to use a specific service
Fenix User	Person with an identity provided by an accepted Identity Provider who accepted the Fenix Usage Agreement
Fenix Consortium	Parties of the Fenix Memorandum of Understanding (currently: BSC, CEA, CINECA, ETHZ/CSCS, Forschungszentrum Jülich/JSC)
Fenix Site	Member of the Fenix Consortium
Identity Provider	Organisations that create, maintain, and manage identity information for people that want to use Fenix services
Fenix Resource	IT resources provided by Fenix Sites
Fenix Project	Project that was accepted for consuming Fenix Resources
Fenix User Account	Site-local accounts linked to a Fenix User

## 1.2 Terms and Conditions

This Fenix Usage Agreement applies to any person that requested access to the Fenix Infrastructure Services and who is in the following called Fenix User. The Fenix Consortium, whose members provide Fenix Infrastructure Services, may make any reasonable change to this Fenix Usage Agreement at any time. If the user does not accept these changes, the user may cease to use Fenix Infrastructure Services at any time.

In addition to the Fenix Usage Agreement, the Fenix User additionally accepts the Fenix Site Usage Agreements and Fenix Service Usage Agreements of the Fenix Site he / she is using the resources of. In the event of conflicting provisions, the following order shall apply:

- Fenix Usage Agreement
- Fenix Site Usage Agreements
- Fenix Service Usage Agreement

### 1.3 General Use

- The Fenix User agrees to the processing, transmission and storing of the personal data requested by Fenix Infrastructure Services providers for the purpose of providing access to these services.
- The Fenix User commits to using Fenix Infrastructure Services only for the purposes for which access to Fenix Infrastructure services was granted.
- The Fenix User commits to using Fenix Infrastructure Services according to the principles of responsible research and innovation in their research, and to ensure, to the best of his abilities, that his work will not be used in ways that threaten the peace, security, health and well-being of citizens, through signature to a statement of intent or functional equivalent.
- Any identity (e.g., username) assigned to the Fenix User is strictly personal and may not be transferred to any other third party.
- The Fenix User agrees to not remove any data, which is stored using Fenix Infrastructure Services, without the explicit or implied permission of its owner.
- The Fenix User will adhere to all advice of support staff involved in providing Fenix Infrastructure Services related to the use of these services.
- Use of the Fenix Infrastructure Services is at the risk of the Fenix User. The providers of Fenix Infrastructure Services do not make any guarantee as to their availability or their suitability for purpose.
- The Fenix User will acknowledge the use of Fenix Infrastructure Services in any publication as defined in the approval of a resource allocation for using these services.

### 1.4 Unacceptable Use

The Fenix User will not use the Fenix Resources for any unacceptable purposes. Unacceptable purposes include but are not limited to:

- Any activity which is illegal under local, national or international law.
- Any attempt to breach or circumvent any administrative or security controls.
- Any creation, storage, use or transmission of data which is in breach of any copyright or licence.
- Any activity which causes material or moral damage to Fenix sites or Fenix users, or which causes loss of operational efficiency, or loss or corruption of any system.
- Any activity which interferes with the use of the Fenix Resources by other users.
- Any activity which compromises the privacy of other users.
- Any reselling of the Fenix access and/or any Fenix resources, in whole or in part, to any third party.

### 1.5 Security

- The Fenix User will authenticate in Fenix Sites using the username provided by Fenix Sites where he/she is registered.

- It is the responsibility of the Fenix User to protect the details of his/her username and password.
- Password management is the responsibility of the specific Fenix Site or Identity Provider where the user is registered to. The user has to respect all the security and registration policies of the Fenix Site he/she is affiliated with.
- The Fenix User must take suitable precautions to take care of his/her data once his/her project comes to an end. The same applies if the user leaves the organization or the activities he/she is working on. Data are the property of the Fenix User and are connected to his/her username.
- Expiration of the user account will be managed locally by Fenix Sites even if the user will be notified by Fenix, i.e. about the expiration of his/her project. Management of user accounts as well as data retention policy are in charge of the local Fenix Site, each Fenix Site is responsible to decide how to manage user data once the Fenix project is expired.

## 1.6 Dual Use

The Fenix User verifies that the results which he/she will obtain by using Fenix Infrastructure Services are not liable to any EC Dual Use Regulation:

- The Fenix User commits to not using Fenix Infrastructure Services for creating results that are comprised in the Annex I of the Regulation (EC) No 428/2009 (EC Dual Use Regulation).
- The Fenix User commits to not engaging in any activities described in article 4, paragraph 1 of the Regulation (EC) No 428/2009, that is the export of dual-use items not listed in Annex I if the items in question are or may be intended, in their entirety or in part, for use in connection with chemical, biological or nuclear weapons or other nuclear explosive devices or missiles which are capable of delivering such weapons.
- In case Fenix Infrastructure Services are being used for a project involving a citizen of a country with armament embargo, the Fenix User commits to results not being associated with any military use, as described in article 4, paragraph 2 of the Regulation (EC) No 428/2009.
- The Fenix User commits to not violating any of the relevant embargo regulations.

## 1.7 Liabilities and Sanctions

- The Fenix User will be liable for any damages resulting from the infringement of this Fenix Usage Agreement or any other policies or conditions imposed by providers of Fenix Infrastructure Services, as well as local site policies.
- Any infringement or potential infringement will be notified by providers of Fenix Infrastructure Services to the Fenix User in writing.
- If the infringement persists and/or further infringements are detected and/or where it is justified by the seriousness of the infringement, the Fenix Consortium

may withdraw access rights to Fenix Infrastructure Services and/or initiate disciplinary proceedings and/or legal proceedings against the Fenix User.

- Fenix Consortium members exclude all liability for representations, statements, conditions or warranties to that or any other effect except to the extent that such liability may not be lawfully excluded

I have read the Fenix Usage Agreement and I understand my responsibilities as a Fenix User.